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ETAS ID: TM598316

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

**NATURE OF CONVEYANCE:** 

Name	Formerly	Execution Date	Entity Type
The Red Flag Group Limited		09/17/2020	limited company: HONG KONG

### **RECEIVING PARTY DATA**

Name:	ETHIC Intelligence SAS
Street Address:	10 rue Pergolèse
City:	Paris
State/Country:	FRANCE
Postal Code:	75016
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4805688	CERTIFIED FOR COMPLIANCE	
Registration Number:	4496060	INTEGRASEAL	

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Email:** dallastrademarks@bakermckenzie.com

Correspondent Name: Dyan M. House

**Address Line 1:** 1900 N. Pearl Street, Suite 1500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: | 50769471

**DOMESTIC REPRESENTATIVE** 

Name: Dyan M. House

Address Line 1: 1900 N Pearl St.

Address Line 2: Suite 1500

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Dyan M. House
SIGNATURE:	/Dyan M. House/
DATE SIGNED:	09/18/2020

TRADEMARK REEL: 007055 FRAME: 0804

## **Total Attachments: 3**

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TRADEMARK
REEL: 007055 FRAME: 0805

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (hereinafter this "Assignment") is entered between The Red Flag Group Limited ("Assignor"), a corporation organized and existing under the laws of Hong Kong with a business address at Suite 2204-2206 Bonham Trade Centre, Sheung Wan, Hong Kong, 00001 and ETHIC Intelligence SAS ("Assignee"), a société par actions simplifiée organized and existing under the laws of France with a business address at 10 rue Pergolèse 75016 Paris. Assignor and Assignee are hereinafter collectively referred to as the "Parties" and each may be individually referred to as a "Party." This Assignment is effective as of the date it has been signed below ("Effective Date").

WHEREAS, Assignor wishes to sell, convey, assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the trademarks set forth on **Schedule A** to this Assignment, and all goodwill associated therewith (the "Assigned Trademarks") under the terms of this Assignment.

NOW, THEREFORE, in consideration of the payment to Assignor of one hundred dollars (\$100.00) per trademark (for the sake of clarity, not per registration), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor represents and warrants that it is the sole owner of all rights, title, and interest in and to the Assigned Trademarks.
- 2. Assignor and Assignee agree that, as of the Effective Date, Assignee shall irrevocably sell, assign, convey, transfer, and set over to Assignee, and Assignee shall purchase, acquire, and receive from Assignor, all of Assignor's rights, title, and interest in and to the Assigned Trademarks and the goodwill of the business carried on in association with the Assigned Trademarks.
- 3. This Assignment constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate to the Assigned Trademarks.
- 4. Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of Assignor and Assignee as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected.
- 5. This Assignment shall be binding upon Assignor and all of Assignor's successors and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors and assigns.
- 6. This Assignment may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts when taken together will constitute one and the same agreement.
- 7. This Assignment shall be construed, interpreted, and applied in accordance with the laws of Hong Kong without regard to its conflict of law principles.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment, each through its authorized representative, as of the date shown below.

TRADEMARK REEL: 007055 FRAME: 0806 **ASSIGNOR:** 

**ASSIGNEE:** 

THE RED FLAG GROUP LIMITED

Name: Scott Lane

Title: Director

17 September 2020 Date:

Name: Scott Lane

Title: President

Date: 17 September 2020

ETHIC INTELLIGENCE SAS

2

**RECORDED: 09/18/2020** 

# SCHEDULE A ASSIGNED TRADEMARKS

### **United States**

Mark	Reg. No.	Registration Date
CERTIFIED FOR COMPLIANCE	4805688	September 1, 2015
INTEGRASEAL	4496060	March 11, 2014

TRADEMARK REEL: 007055 FRAME: 0808