

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bridge Direct (Hong Kong) Limited		10/28/2020	Limited Liability Company: HONG KONG
RECEIVING PARTY DATA			
Name:	Basic Fun, Inc.		
Street Address:	301 Yamato Road		
Internal Address:	Suite 4200		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5332395	STRAND BANDS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3035838224		
Email:	rrice@polsinelli.com		
Correspondent Name:	Rachel A. Rice		
Address Line 1:	1401 Lawrence Street		
Address Line 2:	Suite 2300		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Rachel A. Rice		
SIGNATURE:	/Rachel A. Rice/		
DATE SIGNED:	10/29/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**Assignment**”), dated as of October 28, 2020 (the “**Effective Date**”), is made by and between The Bridge Direct (Hong Kong) Limited, a limited liability company of Hong Kong (“**Assignor**”), and Basic Fun, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor wishes to convey, transfer and assign to Assignee, and Assignee wishes to receive, among other assets, the intellectual property of Assignor; and

WHEREAS, the parties wish to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office and the Chinese Intellectual Property Office.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Definitions.

1.1. Definition of Intellectual Property. As used herein, the term “Intellectual Property” shall mean all intellectual property owned or held by the Assignor, including but not limited to:

(a) all discoveries, developments, trade secrets, confidential information, proprietary information, processes, data, lists, information, materials, programs, methods, improvements, ideas, concepts, know-how, designs, business information, customer lists, and techniques, whether or not any of the foregoing is or are patentable or registrable under any intellectual property laws or industrial property laws in the United States, Canada or elsewhere and all industrial designs, industrial design applications, patents and patent applications that may arise therefrom and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) all trade names, corporate names, brand names, trademarks, service marks, trade dress, domain names, email accounts, social media accounts, URL addresses, logos, symbols, slogans, graphics and other indicia of source or origin whether or not registered and/or pending registration, together with the reputation and goodwill of the business of Assignor symbolized thereby or associated therewith, as provided under Title 15 of the United States Code, the common law, their foreign equivalents, and international treaties and conventions; and any and all pending applications and completed registrations for any of the foregoing anywhere in the world, and all issuances, extensions and renewals thereof, including but not limited to that set forth on Schedule A; and

(c) all works of authorship, including without limitation written material, video material, graphic designs, website designs, and images, software, code, and all associated copyrights of the Assignor therein, whether all such copyrights are registered, unregistered, or arising

by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such copyrights; issuances, extensions and renewals of such registrations and applications, and related proprietary rights, interests and protections, however arising, pursuant to any such law.

2. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Intellectual Property, including but not limited to the patent and trademark applications and registrations set forth on Schedule A, together with the goodwill of the business symbolized by any trademarks. In connection with the assignment of the Intellectual Property as provided herein, Assignor hereby assigns to Assignee: (a) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property; and (b) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. With respect to any trademarks identified in any pending United States federal trademark applications filed on the basis of an intent to use the mark in commerce, the assignment of such trademarks accompanies the transfer of Assignor's business, or portion of the business to which such trademarks pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060, and that said business is ongoing and existing.

2.1. License. If any of the foregoing Intellectual Property cannot be assigned, Assignor hereby grants to Assignee an exclusive, assignable, irrevocable, perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free, unlimited license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such part or whole of the Intellectual Property in any media now known or hereafter known.

2.2 Moral Rights. To the extent moral rights, including but not limited to, all rights related to paternity, integrity, disclosure, and withdrawal, may not be assignable under applicable law and to the extent the following is allowed by the laws in the various countries where moral rights exist, Assignor hereby irrevocably waives such moral rights and consents to any action of the Assignee that would violate such moral rights in the absence of such consent.

3. Recordation and Further Actions. Assignor hereby authorizes the Chinese Intellectual Property Office and the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure the Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

4. Assignee's Ownership. Assignor hereby acknowledges Assignee will own all right, title and interest in and to the Intellectual Property.

5. General.

5.1. Severability. If any covenant or provision contained in this Assignment is determined by a court of competent jurisdiction, or by any arbitration panel to which a dispute is submitted, to be invalid, illegal or incapable of being enforced, then such covenant or provision, with such modification as shall be required in order to render such covenant or provision not invalid, illegal or incapable of being enforced, shall remain in full force and effect, and all other covenants and provisions contained in this Assignment shall, nevertheless, remain in full force and effect.

5.2. Counterparts, Headings, and Construction. Any number of counterparts of this Assignment may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. The headings to each section or paragraph of this Assignment are provided for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof. This Assignment shall not be construed more strongly against any party to this Assignment regardless of who prepared it.

5.3. Governing Law. This Assignment shall be governed by the laws of the State of Delaware applicable to contracts deemed to be made within such state, without regard to choice of law or conflict of law provisions.

5.4. Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5.5. Advice of Counsel. ASSIGNOR ACKNOWLEDGES THAT, IN EXECUTING THIS ASSIGNMENT, ASSIGNOR HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND ASSIGNOR HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNEE

ASSIGNOR

Basic Fun, Inc.

The Bridge Direct (Hong Kong) Limited

By: _____

By: _____

Name:

Jay Foreman

Name:

Jay Foreman

Title:

CEO

Title:

CEO

STATE OF Florida

ss.:

COUNTY OF Palm Beach

On this 28th day of October 2020, before me, the undersigned, a notary public in and for said state and county, personally appeared Jay Foreman, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of The Bridge Direct (Hong Kong) Limited, as the CEO of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Colleen Kay Maguire
Notary Public

(Affix Seal Below)

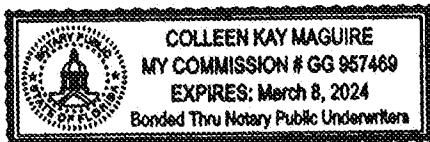


EXHIBIT A

Trademark	Country/Jurisdiction	App. No./Reg. No.	Status/Key Dates
<u>BRIDGE DIRECT</u> <u>bridge direct</u> <u>Bridge</u> <u>Direct</u> 	Hong Kong	AN: 302584585	Registered
<u>BRIDGE DIRECT</u> <u>橋</u> 	Hong Kong	AN: 301630737	Other
<u>STRAND BANDS</u>	United States (Federal)	RN: 5332395 SN: 86712905	Registered
<u>BRIDGE DIRECT</u> <u>and Design</u> 	China	RN: 12840750 AN: 12840750	Registered
<u>BRIDGE DIRECT</u> <u>and Design</u> 	China	RN: 12840749 AN: 12840749	Registered
<u>STRAND BANDS</u> <u>and Design</u> 	China	RN: 17537772 AN: 17537772	Registered