

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESTARS LLC		01/25/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Stardust Cards Corporation		
Street Address:	555 Bryant St. #120		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5960761	STARDUST	
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:	5162346160		
Email:	lhollander@hollanderesq.com		
Correspondent Name:	Liel Hollander		
Address Line 1:	10 Bond St		
Address Line 2:	Suite 420		
Address Line 4:	Great Neck, NEW YORK 11021		
NAME OF SUBMITTER:	Liel Hollander		
SIGNATURE:	/lh/		
DATE SIGNED:	01/29/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT
AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of January 25, 2021 (the "Effective Date"), by and between **ESTARS LLC**, a Nevada limited liability company ("Assignor") and **Stardust Cards Corporation**, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks set forth in Schedule I hereto (the "Marks"), and desires to transfer and assign the Marks to Assignee in accordance with the terms hereof; and

WHEREAS, Assignor will immediately cease use of the Marks following full execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth herein and of the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, agree as follows:

1. Assignment of Marks. (a) Upon payment of the Purchase Price hereinafter defined, Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts, all right, title and interest of Assignor in and to the Marks, including the entire right, title and interest in and to the Marks including, and further including all common rights thereto and all goodwill associated therewith, the same to be held and enjoyed by the Assignee for Assignee's own use and behoof, and for Assignee's legal representatives and assigns, to the full end of the term for which said Mark is granted, including renewals and extensions, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

(b) Further Rights. The rights transferred and assigned hereby shall include, without limitation, with respect to the Marks, (i) all the goodwill connected with the use thereof and symbolized thereby; (ii) all inventions described in the Marks, and all rights and claims associated with and all proceeds of the Marks; (iii) all royalties and payments in connection therewith; (iv) the right, if any, to sue and recover for any and all past, present and future infringements or improper activities in connection therewith; and (v) without limitation, the authority to enforce all rights and claims which an owner of the Marks may have.

(c) Purchase Price. The Purchase Price for the transfer and assignment of all rights described herein in connection with the Marks to Assignee in accordance herewith shall be Three Thousand, Five Hundred and No/100 Dollars (\$3,500.00), which amount shall be paid directly to Assignor by Assignee. Said amount shall be paid via wire or ACH transfer, promptly upon full execution of this Agreement to the following account:

Estars LLC:
Bank: Wells Fargo Bank, N.A.
Account: 2799181736

ACH routing number: 321270742
Wire routing number: 121000248

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

(a) Assignor is the owner of the Marks, and that Assignor has good, absolute and marketable title to the Marks, held subject to no lien, charge, license, encumbrance or restriction whatsoever.

(b) Assignor has the power and authority to execute, deliver and perform all of its obligations hereunder, and neither the execution nor delivery of this Agreement, nor the performance of Assignor's obligations hereunder, will constitute a breach of the terms or provisions of any contract or violate the rights of any third party.

(c) This Agreement shall transfer to Assignee all of Assignor's right, title and interest in and to the Marks.

(d) The Marks is subsisting and has not been adjudged invalid or unenforceable, in whole or in part.

(e) Assignor will not do any act, or omit to do any act, whereby the Marks may become abandoned or dedicated, and Assignor will notify Assignee immediately if it knows, or has reason to know, that any application or registration relating to any Marks may become abandoned or dedicated, or that there has been any adverse determination or development regarding Assignor's prior ownership of the Marks, its right to register same, or its right to keep and maintain the same.

(f) Assignor is not aware of any adverse claims to the Marks or any claims by a third party that the Marks has been infringed or misappropriated in whole or in part. If Assignor learns that the Marks has been infringed, misappropriated or diluted by a third party, Assignor shall promptly notify Assignee of same and cooperate fully in any proceeding deemed necessary by Assignee to remedy such infringement, misappropriation or dilution.

3. Authorization. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the appropriate empowered officials of the relevant States or other appropriate jurisdictions (including any internet name registrar) to transfer all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark, service mark or other intellectual property included in the Marks, in accordance with this Agreement.

4. Further Assurances. Assignor hereby to undertake all further actions, and to render all further assistance, as may be reasonably necessary to effectuate the transfer to Assignee of the Marks as contemplated by this Agreement, including, without limitation, execution of other

documents, and the completion and filing of documents with the United States Patent and Trademark Office.

5. Modifications of Agreement; Remedies. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing, signed by the parties. Failure by any party to enforce any rights under this Agreement shall not be construed as a waiver of rights, and a waiver by any party of a default in one or more instances shall not be construed as a continuing waiver or as a waiver in other instances.

6. Invalidity of Separable Provisions. If any term or provision of this Agreement is for any reason held to be invalid, that invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if that term or provision had never been contained in this Agreement.

7. Headings. The paragraph and section headings of this Agreement are inserted only for convenience and shall not be construed as a part of this Agreement.

8. Entire Understanding. This Agreement the contains the entire understanding of the parties with respect to its subject matter.

9. Attorneys' Fees. In the event legal proceedings are commenced by any of the parties to enforce any rights hereunder, the prevailing party, in addition to any rights to which it may be entitled to pursuant to the terms of this Agreement, shall also be entitled to collect reasonable attorney's fees incurred in connection with such action.

10. Cumulative Remedies. Except as may be specifically set forth in this Agreement with respect to certain matters, the rights and remedies of the parties as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided under this Agreement or now or hereafter provided by law.

11. No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other that the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

12. Construction. This Agreement has been negotiated by the parties hereto and by their respective counsel. This Agreement shall be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor or against any of the parties.

13. Successors. This Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

14. Governing Law. The internal law, without regard to conflicts of law principles, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal E-SIGN Act of 2000) or other electronic transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed under seal as of the date first written above.

ASSIGNEE:

Stardust Cards Corporation
DocuSigned by:

By: Canaan Linder

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Name: Canaan Linder

Title: CEO

ASSIGNOR:

ESTARS LLC

By: Joseph Kakaty

Name: Joseph Kakaty

Title: Manager

SCHEDULE I**Assigned Trademarks/Service Marks**

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No./ Filing Date</u>	<u>Registration No./ Registration Date</u>
STARDUST	USPTO	88497941 July-2-2019	5960761 Jan-14-2020
STARDUST	WIPO (AT, AU, BG, BX, CA, CN, CY, CZ, DE, DK, EE, ES, FI, GB, GR, HR, HU, IE, IN, IT, JP, KR, LT, LV, MX, NO, PL, PT, RO, RU, SE, SI, SK, TR)	A0088414 Aug-6-2019	1488903