

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tokentrust AG		10/05/2020	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Tokentrust Holdings Limited		
Street Address:	276 Lara Court 3105		
Internal Address:	Arch. Makariou III		
City:	Limassol		
State/Country:	CYPRUS		
Entity Type:	Limited company: CYPRUS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88818882	ATOMYZE	
CORRESPONDENCE DATA			
Fax Number:	2026375910		
<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:	202-637-5600		
Email:	DCPTOTrademarkMail@hoganlovells.com		
Correspondent Name:	Brendan C. Quinn		
Address Line 1:	555 13th Street, NW		
Address Line 2:	Hogan Lovells US LLP		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	770717.1		
NAME OF SUBMITTER:	Brendan C. Quinn		
SIGNATURE:	/BrendanCQuinn/		
DATE SIGNED:	06/14/2021		
Total Attachments: 14			
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

dated 5th October, 2020

between

Tokentrust AG
Baarerstrasse 22, 6300 Zug, Switzerland

(the "Transferor" or "Tokentrust AG")

and

TOKENTRUST HOLDINGS LIMITED
Arch. Makariou III, 276 LARA COURT 3105, Limassol, Cyprus

(the "Transferee")





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PREAMBLE

- A. Tokentrust AG is the registered owner of certain trademarks and domains;
- B. Tokentrust AG is willing to transfer to the Transferee trademarks and domains and the Transferee is willing to accept such transfer as specified herein below;

Therefore, the Transferor and the Transferee (each a "**Party**", together the "**Parties**") have come to the following agreement (together with all annexes hereto, the "**Agreement**");

1. DEFINITIONS

Capitalized terms shall have the meaning assigned to such terms in Annex 1.

2. TRANSFER OF INTELLECTUAL PROPERTY RIGHTS**2.1 Trademarks**

Tokentrust AG hereby assigns, conveys, and transfers to Transferee, and Transferee hereby accepts from Tokentrust AG, the entire right, title, and interest in and to the trademarks in Annex 2 (the "**Trademarks**"), free and clear of any Encumbrances or any license or similar in favor of a third party, in all jurisdictions, together with the goodwill of the business associated therewith and the right to sue for past and present infringements of the trademarks ("**Declaration of Assignment**" acc. to Annex 4). Tokentrust AG shall submit to Transferee an updated list of all national and international trademark applications and registrations showing the respective status of the trademarks as per the date of the last signature ("**Effective Date**") of this Agreement within two working days of such signature date.

2.3 Benefits and Risks

The benefits and risks regarding the Trademarks and the Domains shall pass from the Transferor to the Transferee upon signing of this Agreement.

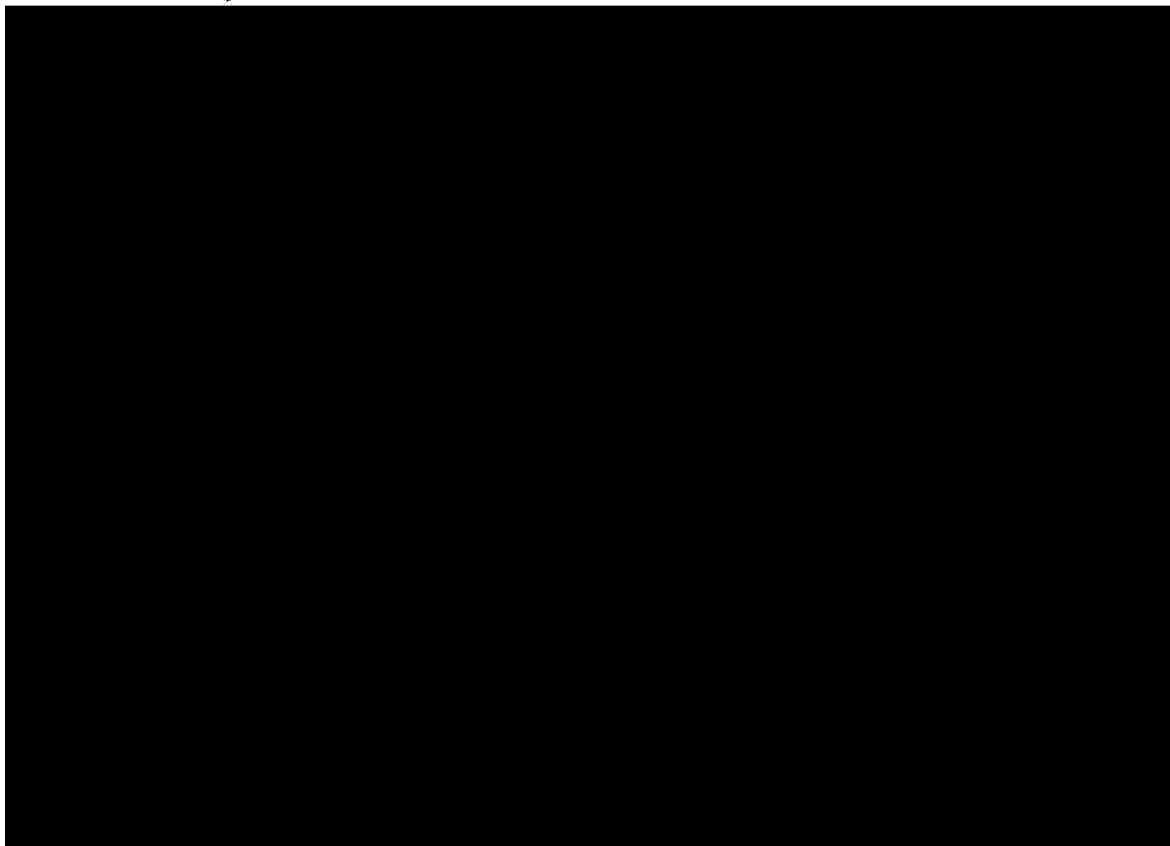


the Transferee as the Transferee's entire, right, title and interest therein and thereto, and to issue to the Transferee all confirmations, registrations, and other which they may issue with respect to the Trademarks and Domains.

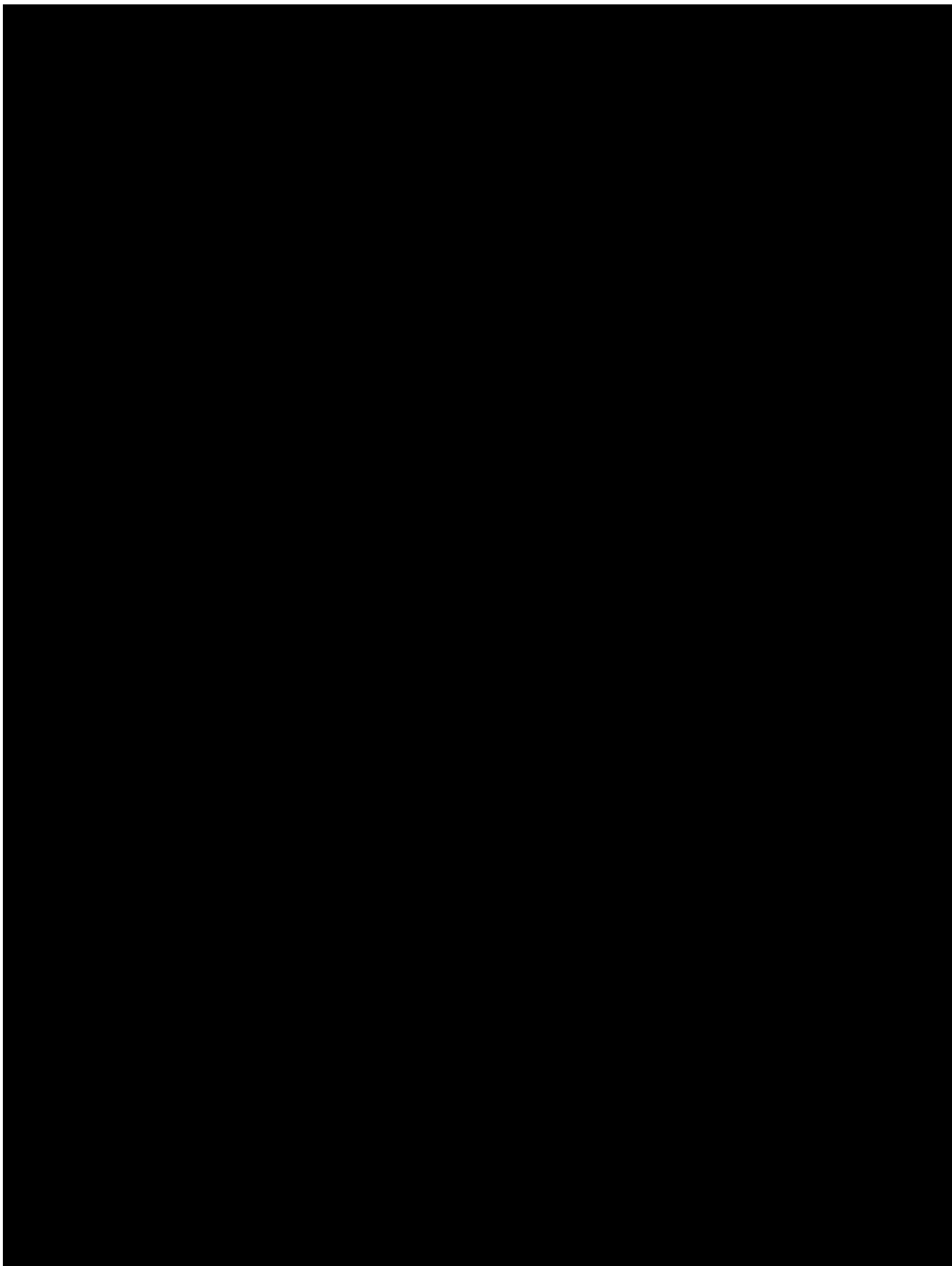
5. CO-OPERATION

The Transferor covenants and agrees that he will, upon the reasonable request of the Transferee, sign and deliver, or cause to be signed or delivered, any and all documents provided by Transferee that may be necessary or desirable to transfer to Transferee, its successors or other legal representative, Tokentrust AG's right, title and interest in and to the Trademarks and Tokentrust AG's right, title, and interest in and to the Domains. The Transferee shall use its commercially reasonable best efforts to perform any and all acts necessary to register the Trademarks and Domains in its name within one year from the signing of this Agreement.

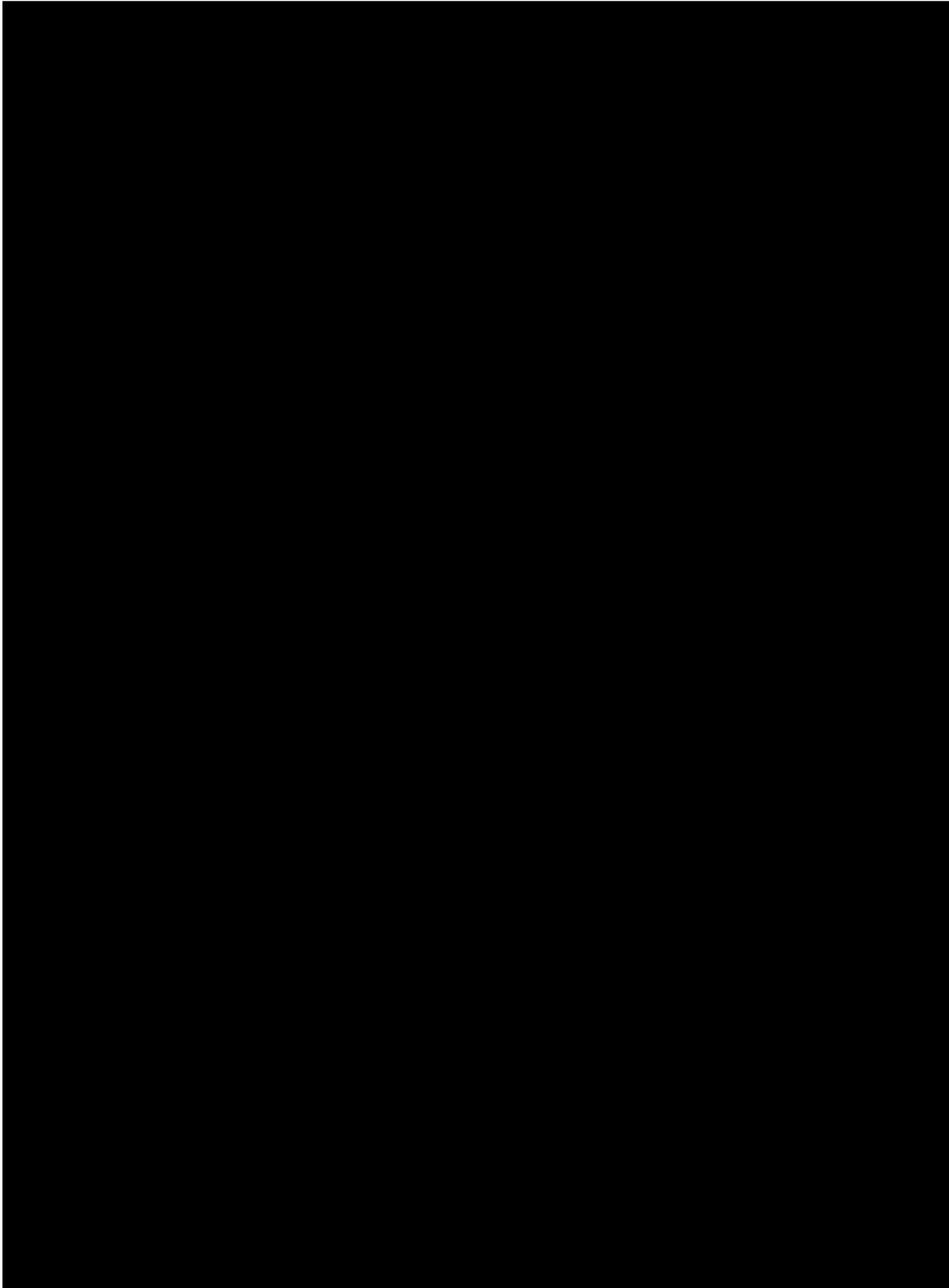
The Transferor further agrees to cooperate with the Transferee in signing and delivering all further documents necessary to perform the assignment of the Trademarks and the Domains to the Transferee, and the Parties agree to cooperate with each other for the purposes of performing the terms of this Agreement. The Transferor shall procure to the Transferee and/or to the competent authority all documents and do such things required for the purpose of giving the Transferee the full benefit of all the provisions of this Agreement.



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This Intellectual Property Transfer Agreement so agreed on 5th October, 2020 in Switzerland.

Tokentrust AG



Marco Carlo Grossi (CEO)

Zug, 5/10/2020
Place / Date

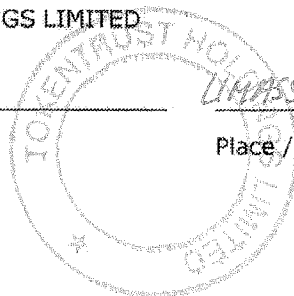
Alexander Stoyanov (Board Member)

Place / Date

TOKENTRUST HOLDINGS LIMITED



Alexandros Tsirides



LIMASSOL, CYPRUS 5/10/2020
Place / Date

Annex 1
Definitions

"**Agreement**" shall have the meaning assigned to such term in the preamble.

"**Declaration of Assignment**" shall have the meaning assigned to such term in Section 2.1. and Annex 4.

"**Domains**" shall have the meaning assigned to such term in Section 2.2.

"**Effective Date**" shall have the meaning assigned to such term in Section 2.1.



"**Party**" or "**Parties**" shall have the meaning assigned to such term in the preamble.



"**Section**" shall mean a section of the Agreement.

"**Transferor**" shall have the meaning assigned to such term on the cover page.

"**Transferee**" shall have the meaning assigned to such term on the cover page.

"**Trademarks**" shall have the meaning assigned to such term in Section 2.1.

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A small, vertical handwritten mark or signature, possibly a stylized letter 'A' or 'H', located near the bottom center of the page.

Annex 2
Trademarks to be transferred to Transferee

National Trademarks (Switzerland)

Owner	Trademark	Appl. No.	Country	Classes	Reg. No.	Application / Registration (dd.mm.YYYY)
Tokentrust AG	ATOMYZE		Switzerland	9, 35, 36, 38, 42	738717	01.10.2019
Tokentrust AG	ELEMINT		Switzerland	9, 35, 36, 38, 42	738414	01.10.2019
Tokentrust AG	RIDGEX		Switzerland	9, 35, 36, 38, 42	738415	01.10.2019
Tokentrust AG	TOKENTRUST		Switzerland	35	740959	01.10.2019

International Trademarks

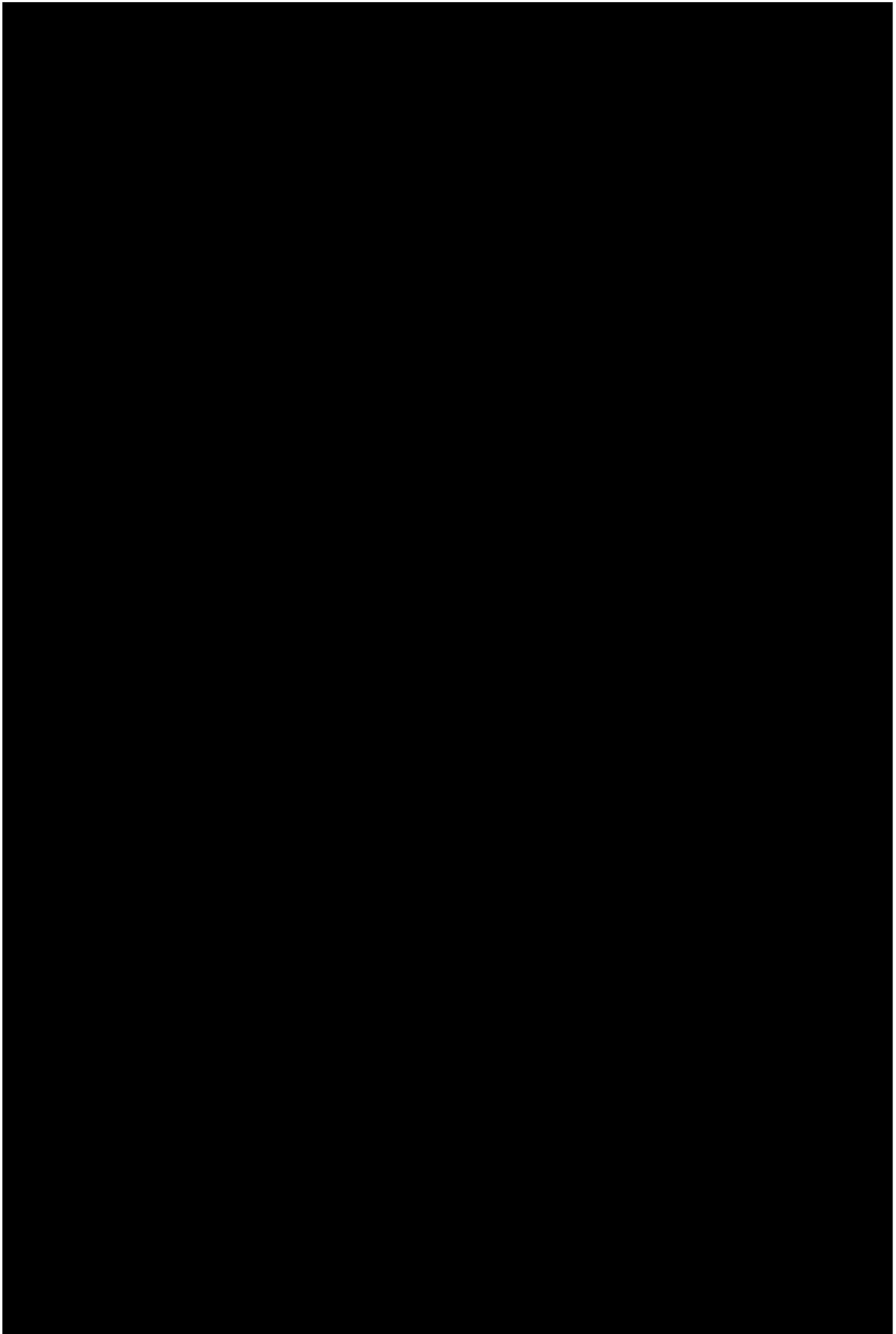
Owner	Trademark	Appl. No.	Country	Classes	Reg. No.	Application / Registration (dd.mm.YYYY)
Tokentrust AG	ATOMYZE		Int. Reg. Designation to: AU, BR, CA, CN, EM, GB, JP, KR, NO, RU, SG, TR	9, 35, 36, 38, 42	1525145	16.01.2020
Tokentrust AG	ATOMYZE	3884358 (cl. 9) 3884359 (cl. 35) 3884360 (cl. 36) 3884361 (cl. 38) 3884362 (cl. 42)	Argentina	9, 35, 36, 38, 42		30.03.2020
Tokentrust AG	ATOMYZE	1352498	Chile	9, 35, 36, 38, 42		24.03.2020
Tokentrust AG	ATOMYZE	V0116699	Iceland	9, 35, 36, 38, 42	V0116699	17.03.2020

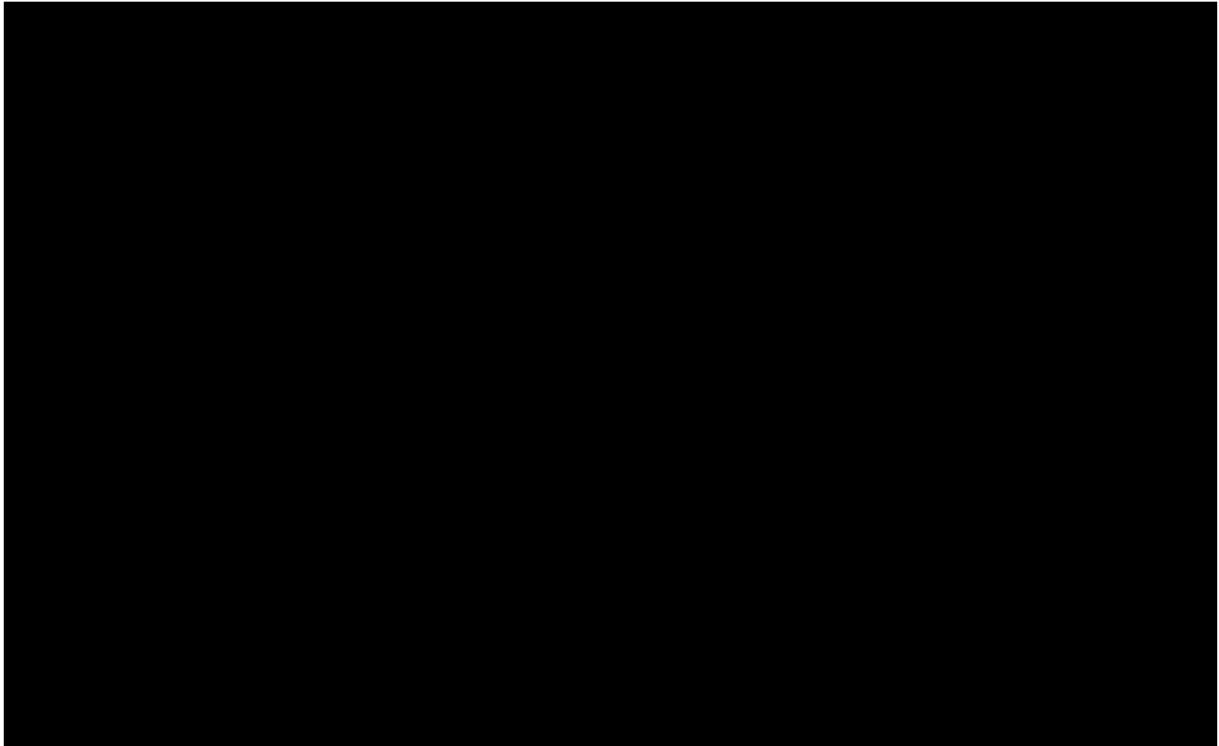
Tokentrust AG	ATOMYZE	4476103	India	9, 35, 36, 38, 42	18.03.2020
Tokentrust AG	ATOMYZE	DID2020016592 (cl. 9) JID2020016597 (cl. 35) JID2020016601 (cl. 36) JID2020016604 (cl. 38) JID2020016611 (cl. 42)	Indonesia	9, 35, 36, 38, 42	23.03.2020
Tokentrust AG	ATOMYZE	326130	Israel	9, 35, 36, 38, 42	18.03.2020
Tokentrust AG	ATOMYZE	2020-235	Liechtenstein	9, 35, 36, 38, 42	17.03.2020
Tokentrust AG	ATOMYZE	2346310 (cl. 9)2346311 (cl. 35)2346312 (cl. 36) 2346313 (cl. 38) 2346314 (cl. 42)	Mexico	9, 35, 36, 38, 42	19.03.2020
Tokentrust AG	ATOMYZE	1143506	New Zealand	9, 35, 36, 38, 42	18.03.2020
Tokentrust AG	ATOMYZE	2020/07157 (cl. 9) 2020/07158 (cl. 35) 2020/07159 (cl. 36) 2020/07160 (cl. 38) 2020/07161 (cl. 42)	South Africa	9, 35, 36, 38, 42	18.03.2020
Tokentrust AG	ATOMYZE	20011027 (cl. 9) 20011028 (cl. 35) 20011029 (cl.	Thailand	9, 35, 36, 38, 42	25.03.2020

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TokenTrust AG	ATOMYZE	329587 (cl. 9) 329588 (cl. 35) 329589 (cl. 36) 329590 (cl. 38) 329591 (cl. 42)	United Arab Emirates	9, 35, 36, 38, 42	11.05.2020
TokenTrust AG	ATOMYZE	88818882	USA	9, 35, 36, 38, 42	03.03.2020
TokenTrust AG	ATOMYZE	305207724	Hong Kong	9, 35, 36, 38, 42	04.03.2020





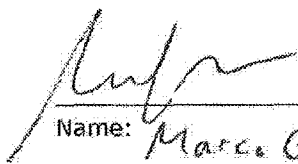
Annex 4
Assignment Declaration


The undersigned **Tokentrust AG**, Baarerstrasse 22, 6300 Zug, Switzerland ("Assignor"), hereby assigns, conveys, and transfers to **TOKENTRUST HOLDINGS LIMITED** ("Assignee"), all right, title, and interest in and to the trademarks in all classes of goods and services as listed in Annex 2, free and clear of any Encumbrances or any license or similar in favor of a third party, and to all copyright, logo and trade dress associated therewith.

The Assignor hereby authorizes the appropriate empowered officials in relevant jurisdictions to record the transfer of the trademarks listed in Annex 2 to the Assignee as assignee of the Assignor's entire right, title, and interest therein and thereto, and to issue to the Assignee all documents that may evidence the Assignee's ownership of the trademarks listed in Annex 2.

Place and Date: Zug, 5/10/2020

Tokentrust AG:


 Name: Marco Gross

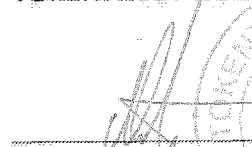

 Name: Alexander Shyanov

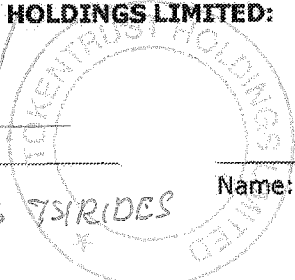
Acceptance Declaration

The undersigned **TOKENTRUST HOLDINGS LIMITED** herewith accepts the aforementioned assignment and will request recordal of the assignment in the official registers of the competent patent and trademark offices.

Place and Date: LIMASSOL, CYPRUS, 5/10/2020

TOKENTRUST HOLDINGS LIMITED:


 Name: ALEXANDROS TSIRIDES


 Name: _____

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