

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MXP Prime Platform GmbH		11/16/2021	Corporation:
RECEIVING PARTY DATA			
Name:	SellerX Germany GmbH & Co KG		
Street Address:	Koppenstr. 93		
Internal Address:	c/o MXP Prime Platform GmbH		
City:	Berlin		
State/Country:	GERMANY		
Postal Code:	10243		
Entity Type:	GmbH & Co. Kg: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90092731	SELLERX	
Registration Number:	5827555	REVIEWMETA	
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>			
Email:	ip@sellerx.com		
Correspondent Name:	Olivier de Combret		
Address Line 1:	Koppenstr. 93		
Address Line 2:	c/o MXP Prime Platform GmbH		
Address Line 4:	Berlin, GERMANY 10243		
NAME OF SUBMITTER:	Olivier de Combret		
SIGNATURE:	/Olivier de Combret/		
DATE SIGNED:	12/03/2021		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**IP Assignment**”) dated as of November 16, 2021 (the “**Effective Date**”) is made and entered by and among MXP Prime Platform GmbH, located Koppenstr. 93, Berlin, 10243, Germany (the “**Transferor**”), in favor of SellerX Germany GmbH & Co KG, located Koppenstr. 93, Berlin 10243, Germany (the “**Transferee**”).

RECITALS:

A. The Transferee, the Transferor, and certain other party thereto have entered into a hive-down agreement dated as of the date hereof (the “**Hive-down Agreement**”), pursuant to which the Transferor has agreed to assign to the Transferee, and the Transferee has agreed to receive from the Transferor, substantially all of the assets of the Transferor. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Hive-down Agreement.

B. Pursuant to the Hive-down Agreement, the Transferor is conveying, transferring, and assigning to the Transferee, among other assets, certain intellectual property of the Transferor, and has agreed to execute and deliver this IP Assignment to reflect such conveyance, transfer, and assignment and for recording with the European Union Intellectual Property Office and any corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT:

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Transferor hereby irrevocably conveys, transfers, and assigns to the Transferee all right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) all the Intellectual Property Assets and all of the Transferor’s right, title, and interest in, to, and under any Assigned Contracts relating to the Intellectual Property Assets;

(b) the trademarks set forth on **Schedule 1** hereto, and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and Designs;

(c) all rights of any kind whatsoever of the Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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.

2. Recordation and Further Actions. The Transferor hereby authorizes the Commissioner for the European Union Intellectual Property Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by the Transferee. Following the Effective Date, the Transferor shall take such steps and actions, and provide such cooperation and assistance to the Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, or perfect the assignment of the Assigned IP to the Transferee, or any assignee or successor thereto.

3. Terms of the Hive-down Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Hive-down Agreement, to which reference is made for a further statement of the rights and obligations of the Transferor and the Transferee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Hive-down Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Hive-down Agreement and the terms of this IP Assignment, the terms of the Hive-down Agreement shall prevail.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Transferor and their successors and assigns.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of Germany without giving effect to any choice or conflict of law provision or rule (whether of Germany or any other jurisdiction).

6. Counterparts: Facsimile. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same final IP Assignment. The exchange of copies of this IP Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes

IN WITNESS WHEREOF, the Transferor has duly executed and delivered this IP Assignment as of the Effective Date.

THE TRANSFEROR:

MXP Prime Platform GmbH

DocuSigned by:
Philipp Triebel
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Signature:
Name: Philipp Triebel
Title: Managing Director

ACKNOWLEDGED AND AGREED BY THE TRANSFEREE:

SellerX Germany GmbH & Co KG

DocuSigned by:
Philipp Triebel
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Signature:
Name: Philipp Triebel
Title: Managing Director of the sole general partner
MXP Prime Platform GmbH

SCHEDULE 1

Trademark name	Trademark office	Application number	Trademark status
SellerX	EUIPO	018284736	Registered
	EUIPO	018549393	Pending
COLORYA	EUIPO	018572885	Pending
	EUIPO	018568073	Pending
SellerX	USPTO	90092731	Pending
SellerX	UK	UK00003695254	Pending
SellerX	India	4622428	Pending
SellerX	India	4622427	Pending
SellerX	China	59852739	Pending
SellerX	HongKong	305773609	Pending
赛乐世	China	59859187	Pending
赛乐世	HongKong	305773627	Pending
赛乐思	China	59846276	Pending
赛乐思	HongKong	305773618	Pending
SellerX	WIPO	1625601	Pending
REVIEWMETA	USPTO	5827555	Registered