TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM737156

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MC Dining Group Limited		06/23/2022	Limited Liability Company: JERSEY

RECEIVING PARTY DATA

Name:	Monte Carlo Hospitality Group Limited	
Street Address:	47 Esplanade	
City:	St Helier	
State/Country:	JERSEY	
Postal Code:	JE42QS	
Entity Type:	Limited Liability Company: JERSEY	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90653116	MONTE CARLO PATISSERIE

CORRESPONDENCE DATA

Fax Number: 9735972400

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.

Phone: 973-597-2500

Istrademark@lowenstein.com Email:

Correspondent Name: Matthew P. Hintz, Esq. Address Line 1: One Lowenstein Drive Address Line 2: Lowenstein Sandler LLP

Address Line 4: Roseland, NEW JERSEY 07068

NAME OF SUBMITTER:	Matthew Hintz, Esq.
SIGNATURE:	/Matthew P. Hintz/
DATE SIGNED:	06/27/2022

Total Attachments: 3

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> TRADEMARK REEL: 007762 FRAME: 0626

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and delivered as of June <u>23</u>, 2022 (the "<u>Effective Date</u>") by MC Dining Group Limited, a Jersey limited liability company, with an address at 47 Esplanade, St Helier, Jersey JE42QS (the "<u>Assignor</u>"), for the benefit of Monte Carlo Hospitality Group Limited, a Jersey limited liability company, with an address at 47 Esplanade, St Helier, Jersey JE42QS (the "<u>Assignee</u>").

WHEREAS, the Assignor has agreed to sell, transfer, contribute, and assign to the Assignee, and the Assignee wishes to accept, all of the Assignor's right, title and interest in and to the trademark that is set forth on the attached <u>Schedule A</u> hereto, together with the goodwill of the business associated therewith (the "<u>Mark</u>").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Mark, together with the goodwill associated therewith and portion of the ongoing and existing business to which the Mark pertains; and (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Mark, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to record and perfect the rights granted herein.
- 2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Mark.
- 3. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 4. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.
- 5. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

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RECORDED: 06/27/2022

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

MC DINING GROUP LIMITED		
By:	· · · · · · · · · · · · · · · · · · ·	
Name:	³⁸ 中観光	
Title: _	Manager	

[Signature page to Trademark Assignment Agreement]

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