

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAINLIGHT STUDIO LLC		12/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AXION ESTI LTD.		
Street Address:	3-11 Pine Street		
Internal Address:	Exmouth House		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC1R 0JH		
Entity Type:	Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5014057	TRAVERSE	
CORRESPONDENCE DATA			
Fax Number:	8322018247		
<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:	(860) 201-2030		
Email:	TMDocket@NLS.Law		
Correspondent Name:	N. Alexander Nolte		
Address Line 1:	1 Chase Road		
Address Line 4:	Scarsdale, NEW YORK 10583		
DOMESTIC REPRESENTATIVE			
Name:	N. Alexander Nolte		
Address Line 1:	1 Chase Road		
Address Line 4:	Scarsdale, NEW YORK 10583		
NAME OF SUBMITTER:	Eileen C. DeVries		
SIGNATURE:	/Eileen C. DeVries/		
DATE SIGNED:	07/07/2022		

OP \$40.00 5014057

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into as of December 31, 2021, by and between RAINLIGHT STUDIO LLC, a Delaware limited liability company (“Assignor”), and AXION ESTI LTD., an English limited company #13580795 (“Assignee”).

RECITALS

- A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of even date herewith (the “Purchase Agreement”), pursuant to which Assignee has purchased substantially all of the assets of Assignor.
- B. Pursuant to the Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Agreement is contemplated by Section 3.2(a) of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
- 2. **Assignment and Assumption.** Assignor hereby assigns, sells, transfers and sets over (collectively, the “Assignment”) to Assignee all of Assignor’s right, title and interest in and to, and all of Assignor’s burdens, obligations and liabilities in connection with, each of the Assumed Liabilities. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Assigned Contracts and the Assumed Liabilities.
- 3. **Terms of the Purchase Agreement.** Assignee acknowledges that Assignor makes no representation or warranty with respect to the Assumed Liabilities except as specifically set forth in the Purchase Agreement. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded by this Agreement but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms in this Agreement, the terms of the Purchase Agreement shall govern.
- 4. **Further Actions.** Each of the parties to this Agreement covenants and agrees, at the reasonable request of the other party and at that party’s sole cost and expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively carry out the provisions to this Agreement and give effect to the transactions contemplated by this Agreement.

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

6. **Counterparts; Copies.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

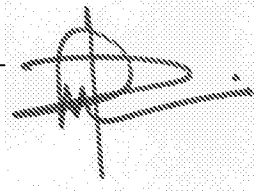
ASSIGNOR:

ASSIGNEE:

RAINLIGHT STUDIO LLC
a Delaware limited liability company

AXION ESTI LTD.
an English limited company #13580795

By: _____
Ricardo Mascia
Its: President



By: _____
Yorgo Lykourgiotis
Its: Director



IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

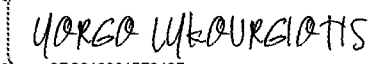
ASSIGNEE:

RAINLIGHT STUDIO LLC
a Delaware limited liability company

AXION ESTI LTD.
an Ent

DocuSigned by: #12690705

By: _____
Ricardo Mascia
Its: President

By:  _____
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Yorgo Lykourgiotis
Its: Director