

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grendall Investments Limited		05/01/2019	Company: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Together Networks Holdings Limited		
Street Address:	Trident Chambers		
Internal Address:	PO Box 146		
City:	Road Town, Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	Company: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2178982	CAFE FLIRT	
Registration Number:	2590336	FLIRT	
Registration Number:	3015816	FLIRT	
Registration Number:	2005734	FLIRT ONLINE	
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:	303.572.6574		
Email:	gtipmail@gtlaw.com, strongg@gtlaw.com, strackk@gtlaw.com		
Correspondent Name:	Gayle L. Strong		
Address Line 1:	1144 15th Street, Suite 3300		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	207397010100		
NAME OF SUBMITTER:	Gayle Lynn Strong		
SIGNATURE:	/Gayle Lynn Strong/		
DATE SIGNED:	12/20/2022		
Total Attachments: 5			
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**INTELLECTUAL PROPERTY RIGHTS (IPR)
GIFT AGREEMENT**

This INTELLECTUAL PROPERTY GIFT AGREEMENT (the "Agreement") is entered into on **01.05.2019** (the "Effective Date"), by and between:

Grendall Investments Limited, a company registered in British Virgin Islands under the registration number 1694954 whose registered office is at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands ("Donor"); and

Together Networks Holdings Limited, a company registered in British Virgin Islands under the registration number 1777326 whose registered office is at Trident Chambers, P.O. Box 146, Trident Chambers, Road Town, Tortola, British Virgin Islands ("Grantee"); each a "party" and collectively "parties".

BACKGROUND

WHEREAS, Donor is the owner of the INTELLECTUAL PROPERTY RIGHTS including Internet domain names, trademarks and other intellectual property rights whether registered or not, owned by Donor and donated to the Grantee, relating to the intellectual Property described in **Exhibit A** hereto (hereinafter referred to as the "Intellectual Property Rights or IPR");

WHEREAS, Grantee has agreed to accept the gift from Donor all of Donor's rights, title, and interest in and to the Intellectual Property Rights and any and all goodwill associated therewith;

WHEREAS, Donor has agreed to make a gift and to assign, transfer, and deliver to Grantee all of its rights, title, and interest in and to the Intellectual Property Rights, including any and all goodwill associated therewith subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Assignment and Transfer. Donor hereby irrevocably assigns, and transfers to Grantee all of Donor's and its Affiliates' rights, title, and interest in and to the IPR and any goodwill associated therewith.

Grantee hereby accepts such assignment and transfer. Donor and its Affiliates, directors, officers, and employees shall hereafter take such other actions and execute such other agreements and instruments as are reasonably deemed necessary by Grantee to document Donor's assignment and transfer of the IPR to Grantee.

Such assignment and transfer of all Donor's and its Affiliates' IPR and any goodwill associated therewith becomes valid on the Effective Date of this Agreement.

"Affiliate" means, with respect to a party hereto, any entity that, directly or indirectly, controls, is controlled by, or is under common control with such party;

"Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting securities, by contract or otherwise.

2. Future Use of IPR. Once Grantee becomes the owner of the IPR, Donor and its Affiliates shall not make any use, either for their own benefit or for the benefit of any other person or entity, of the IPR. As of the date Grantee receives the Confirming E-mail, Grantee shall, as the sole owner of the IPR, have the exclusive right to use or otherwise transfer the IPR. Donor agrees that it and its Affiliates, and all entities they control or are associated with, shall not in the future register, use, apply to register or assist any third party with registering, use or apply to register a domain name, trademark, or designation that comprises or includes, whether alone or in combination with each other or with other words, the IPR.

3. Liabilities. Grantee shall not assume or become obligated in any way to pay any liabilities, debts, or obligations of Donor whatsoever, including, but not limited to, any liabilities or obligations now or hereafter

arising from Donor's business activities that took place prior to the execution of this Agreement or any liabilities arising out of or connected to the execution of this Agreement. Donor shall indemnify and hold harmless Grantee and its officers, directors, Affiliates, employees, and agents against any loss or claim related to the foregoing. Notwithstanding the foregoing, Grantee shall assume any and all liabilities and obligations associated with the IPR arising out of or related to Grantee's use of the IPR and Grantee shall indemnify and hold harmless Donor and its officers, directors, Affiliates and agents against any loss or claim related thereto. The indemnification procedures are set forth in Section 5.

4. Representations and Warranties.

(a) Representations and Warranties of Grantee. Grantee represents and warrants that:

(i) Grantee has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement;

(ii) this Agreement, when signed and delivered by Grantee, will be duly and validly executed and delivered and will be the valid and binding obligation of Grantee, enforceable against Grantee, in accordance with its terms.

(b) Representations and Warranties of Donor. Donor represents and warrants that:

(i) Donor has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement;

(ii) this Agreement, when signed and delivered by Donor, will be duly and validly executed and delivered and will be the valid and binding obligation of Donor, enforceable against Donor, in accordance with its terms;

(iii) neither the signing and delivery of this Agreement by Donor, nor the performance by Donor of its obligations under this Agreement, will violate any law, statute, rule, or regulation or order, judgment, injunction, or decree of any court, administrative agency, or governmental body applicable to Donor;

(iv) Donor has not taken any action to assign, transfer, or encumber the IPR;

(v) Donor is not legally bound by any agreements or obligation relating to the IPR that could (a) obligate Donor or Grantee to license or otherwise grant rights to any other person or entity in the IPR (whether owned or used by the Donor or Grantee), (b) result in a claim against or lien on the IPR, or (c) prohibit the arrangements contemplated hereby or result in a claim with respect to the IPR;

(vi) Donor owns and possesses all rights, title, and interest in and to the IPR;

(vii) Donor has no knowledge of any existing threatened or known claims or liabilities related to the use of the IPR; and

(viii) the IPR is free and clear of any liens, security interests, or other encumbrances.

5. Indemnification. Each party shall indemnify and hold harmless the other party, its officers, directors, employees, agents, Affiliates, successors, and assigns for any and all costs, expenses, and liabilities, including reasonable attorney's fees, arising out of such party's acts or omissions in performing or failing to perform its obligation under this Agreement, including breach of any provision, representation, or warranty set forth in this Agreement. The obligations of each Party (the "Indemnitor") under this Agreement to defend, indemnify, and hold harmless the other Party and its Affiliates, and their respective employees, representatives and agents (each, an "Indemnitee") shall be subject to the following: (a) the Indemnitee shall provide the Indemnitor with prompt notice of any claims, demands, causes of action, proceedings, or lawsuits ("Claim") giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve the Indemnitor of its obligation to defend, indemnify, and hold the Indemnitee harmless to the extent it reasonably demonstrates its defense or settlement of the Claim was adversely affected thereby; (b) the Indemnitor shall have sole control of the defense and of all negotiations for settlement of such Claim; and (c) the Indemnitee shall cooperate with the indemnitor in the defense or settlement of any such Claim at the Indemnitor's expense. Notwithstanding the foregoing, the indemnitor shall not settle any claim unless such settlement completely and forever releases the Indemnitee from all liability with respect to such Claim or unless the Indemnitee consents to such settlement in writing. Where the Indemnitor does not request the Indemnitee to cooperate in the defense or settlement of any such Claim in which the Indemnitee is involved, the Indemnitee may participate in the defense of the Claim at its own expense.

6. Confidentiality. "Confidential information" means all information disclosed by one party ("Discloser") to the other party ("Recipient") (in writing, orally or in any other form) that is designated, at or before the time of disclosure, as confidential, or provided under circumstances reasonably indicating that the information is confidential, including, without limitation, trade secrets, customer lists, business plans, technical data, product

ideas, personnel, contract and financial information. Confidential Information shall include the existence and terms of this Agreement and the fact that negotiations may be ongoing between the parties regarding the services to be performed under this Agreement. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known or available; (b) is or was known by the Recipient at or before the time such information or material was received from the Discloser, as evidenced by the Recipient's tangible (including written or electronic) records; (c) is furnished to the Recipient by a third party that is not under an obligation of confidentiality to the Discloser with respect to such information or material; or (d) is independently developed by the Recipient without any breach of this Agreement, as evidenced by the Recipient's contemporaneous tangible (including written or electronic) records.

Each party shall take all reasonable measures to protect the confidentiality of the other party's Confidential Information in a manner that is at least as protective as the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance. Recipient shall hold Confidential Information in strict confidence and shall not disclose, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of such information, or give or disclose such information to third parties, or use such information for any purposes whatsoever other than as necessary in order to fulfill its obligations or exercise its rights under this Agreement. Notwithstanding the foregoing, Recipient may disclose the other party's Confidential Information (a) to employees, consultants, accountants, financial advisors and attorneys that have a need to know such information, provided that Recipient shall advise each such employee, consultant, accountant, financial advisor and attorney of their obligations to keep such information confidential and shall require that each such employee, consultant, accountant and financial advisor sign a written nondisclosure agreement consistent with the confidentiality and nondisclosure provisions herein (it being understood that each such attorney shall not be obligated to sign a separate nondisclosure agreement), and (b) to the extent Recipient is legally compelled to disclose such Confidential Information, provided that Recipient shall give advance notice of such compelled disclosure to the other party, and shall cooperate with the other party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information.

Notwithstanding the cessation of discussions, or the successful completion of a potential business relationship, Confidential Information shall remain confidential pursuant to the terms and provisions of this Agreement for a period of 3 (three) years from the date of mutual execution of this Agreement.

7. Entire Agreement. This Agreement and any Amendments or Exhibits hereto constitute the entire agreement of Donor and Grantee with respect to the subject matter hereof and supersede any prior or contemporaneous agreements (whether written or oral) between the parties with respect to the subject matter contained herein. This Agreement may be amended or modified only by a writing signed by each party hereto.

8. Governing Law; Exclusive Jurisdiction. This Agreement shall be construed under the internal laws of England and Wales, without regard to its choice of law provisions. Each party agrees that courts located in England and Wales shall have exclusive jurisdiction over any dispute arising hereunder. Each party waives any objection it may have to such venue.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and will be deemed fully executed when both parties have affixed authorized signatures, whether or not on a single page. Signatures received via facsimile or in Portable Document Format (PDF) received via e-mail on a valid e-mail address of the party set forth in this Agreement shall be as legally binding for all purposes as an original signature.

10. Successors and Assigns. This IPR Gift Agreement shall bind and inure to the benefit of the parties and their respective Affiliates, successors and assigns.

11. Amendments. No supplement, modification, amendment, waiver, termination or discharge of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement in the form specified herein.

12. Waiver. No waiver of any provision of this Agreement or any rights or obligations of either party shall be effective, except pursuant to a written instrument signed by the party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing in the form specified herein.

13. Independent Contractor; No Agency. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the

parties in writing, the parties shall not have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

14. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm or other natural disaster, epidemic, accident, explosion, casualty, act of God, act of terrorism, lockout, strike, labor controversy or threat thereof, riot, insurrection, civil disturbance or commotion, boycott, disruption of the public markets, war or armed conflict (whether or not officially declared), sabotage, act of a public enemy, embargo, delay of a common carrier, the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law; provided that the party relying upon this Section shall have given the other party written notice thereof promptly and, in any event, within five (5) calendar days of discovery thereof shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure upon which such notice is based.

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

16. Severability. If any of the provisions of this Agreement shall be found by a court of competent jurisdiction to be void as going beyond what is reasonable under the circumstances for the protection of the interests of the party seeking to enforce such provision, but would be valid if part of the wording thereof were deleted or the time periods (if any) thereof were reduced or the range of activities or area dealt with thereby reduced in scope, such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above by and through their duly authorized agents.

Donor:

Grendall Investments Limited

By: 

Name: Mykhailo Riabokon

Title: Director

Grantee:

Together Networks Holdings Limited

By: 

Name: Marianthi Tanti on behalf of Multiserve Limited

Title: Director

EXHIBIT A
to the INTELLECTUAL PROPERTY RIGHTS (IPR) GIFT AGREEMENT
dated 01.05.2019

Registered trademarks and applications

#	MARK	TERRITORY	Registration Number (or Application Number)	Classes	Filing Date
1	CAFE FLIRT	USA	75077257	42	22.05.1996
2	FLIRT	USA	75856803	35,42	23.11.1999
3	FLIRT	USA	75886525	41	06.01.2000
4	FLIRT ONLINE	USA	74671173	42	08.05.1995

Donor:

Grandall Investments Limited

By: 

Name: Mykhailo Riebokon

Title: Director

Grantee:

Together Networks Holdings Limited

By: 

Name: Marianthi Tanti on behalf of Multiserve Limited

Title: Director