

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798216

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900759272		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKT Franchise, LLC		03/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AKT Franchise SPV, LLC		
Street Address:	17877 Von Karman Avenue		
Internal Address:	Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4973633	AKT	
Registration Number:	5739639	AKT	
Registration Number:	6085767	AKT	
Registration Number:	4583113	AKT INMOTION	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdocketingla@willkie.com		
Correspondent Name:	Eugene Chang		
Address Line 1:	Willkie Farr & Gallagher LLP		
Address Line 2:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	128650-00002 AKT ASSIGNME		
NAME OF SUBMITTER:	Eugene L. Chang		
SIGNATURE:	/elc/		

DATE SIGNED:	03/28/2023
---------------------	------------

Total Attachments: 6

- source=10.a. U.S. Trademark Assignment (AKT)#page1.tif
- source=10.a. U.S. Trademark Assignment (AKT)#page2.tif
- source=10.a. U.S. Trademark Assignment (AKT)#page3.tif
- source=10.a. U.S. Trademark Assignment (AKT)#page4.tif
- source=10.a. U.S. Trademark Assignment (AKT)#page5.tif
- source=10.a. U.S. Trademark Assignment (AKT)#page6.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 13th day of March 2023, is made and entered into by and between AKT FRANCHISE, LLC ("Assignor") and AKT FRANCHISE SPV, LLC ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of the trademark registrations and trademark applications identified in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks, and the Parties wish to record such assignment;

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

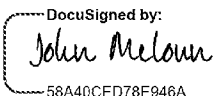
1. Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the United States Patent and Trademark Office or similar office in the applicable jurisdiction to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.

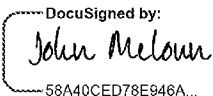
ASSIGNOR:

AKT FRANCHISE, LLC

By:  _____
Name: John Meloun
Title: Chief Financial Officer

ASSIGNEE:

AKT FRANCHISE SPV, LLC

By:  _____
Name: John Meloun
Title: Chief Financial Officer

Signature Page to Trademark Assignment

Schedule A

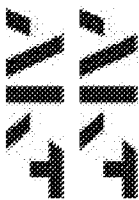
Attached

Trademarks
AKT

Mark Name	Mark Image	Mark Type	Status	Owners	Country	Application Number	Filed Date	Registration Number	Registration Date
AKT		Word Mark	Registered	AKT Franchise, LLC AKT	United States of America	86213677	2014-03-06	4973633	2016-06-07
AKT		Word Mark	Registered	Franchise, LLC AKT	Canada United States of America	1922134	2018-09-26	TMA1163989	2023-02-07
AKT		Word Mark	Registered	Franchise, LLC AKT		88133442	2018-09-26	5739639	2019-04-30
AKT		Word Mark	Registered	Franchise, LLC AKT	International	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Registered	Franchise, LLC AKT	Australia	1433439	2018-09-28	1968200	2018-09-28
AKT		Word Mark	Application	Franchise, LLC AKT	Bahrain	1433439	2018-09-28		
AKT		Word Mark	Registered	Franchise, LLC AKT	Colombia	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Application	Franchise, LLC AKT	Egypt	1433439	2018-09-28		
AKT		Word Mark	Registered	Franchise, LLC AKT	European Union	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Registered	Franchise, LLC AKT	India	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Registered	Franchise, LLC AKT	Indonesia Korea, Republic of (KR)	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Registered	Franchise, LLC AKT	Norway	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Published	Franchise, LLC	Oman	1433439	2018-09-28	1433439	2018-09-28

AKT	Word Mark	Registered	AKT Franchise, LLC	Russian Federation	1433439	2018-09-28	1433439	2018-09-28
AKT	Word Mark	Registered	Franchise, LLC	Singapore	1433439	2018-09-28	1433439	2018-09-28
AKT	Word Mark	Application	Franchise, LLC	Thailand	1433439	2018-09-28		
AKT	Word Mark	Registered	Franchise, LLC	United Kingdom	1433439	2018-09-28	1433439	2018-09-28
AKT	Word Mark	Registered	Franchise, LLC	Vietnam	1433439	2018-09-28	1433439	2018-09-28
AKT	Word Mark	Registered	Franchise, LLC	Malaysia	2018070473	2018-10-03	2018070473	2019-09-26
AKT	Word Mark	Registered	Franchise, LLC	Kuwait	2019003035	2019-04-02	KW/161286	2019-09-19
AKT	Word Mark	Registered	Franchise, LLC	Saudi Arabia	177846	2019-04-09	1440018630	2019-04-09
AKT	Word Mark	Registered	Franchise, LLC	Brazil	916069222	2018-10-11	916069222	2019-08-20
AKT	Word Mark	Registered	Franchise, LLC	Dominican Republic	20196842	2019-02-14	258408	2019-04-30
AKT	Word Mark	Registered	Franchise, LLC	Hong Kong	304685031	2018-09-28	304685031	2018-09-28
AKT	Word Mark	Registered	Franchise, LLC	South Africa	201828315	2018-09-28	201828315	2020-01-02
AKT	Word Mark	Application	Franchise, LLC	China	44014308	2020-01-15		
AKT	Word Mark	Registered	Franchise, LLC	Mexico	2754738	2022-05-25	2463884	2022-10-14
AKT	Word Mark	Registered	Franchise, LLC	Taiwan	107064375	2018-10-04	01987804	2019-05-16
AKT	Word Mark	Application	Franchise, LLC	Mexico	2823365	2022-09-27		

AKT	Word Mark	Registered	AKT Franchise, LLC	United Arab Emirates	308533	2019-03-25	308533	2020-03-25
AKT	Word Mark	Application	AKT Franchise, LLC	Japan	2022-136379	2022-11-29		
AKT	Design Mark	Application	AKT Franchise, LLC	China	43833340	2020-01-15		
AKT and Design	Design Mark	Registered	AKT Franchise, LLC	United States of America	88723503	2019-12-11	6085767	2020-06-23
AKT and Design	Design Mark	Registered	AKT Franchise, LLC	Qatar	130657	2019-03-25	130657	2020-01-07
AKT INMOTION	Word Mark	Registered	AKT Franchise, LLC	United States of America	86056839	2013-09-05	4583113	2014-08-12



TRADEMARK

REEL: 008017 FRAME: 0282

RECORDED: 03/21/2023