

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q IP Limited		04/03/2023	company limited by shares: GIBRALTAR
RECEIVING PARTY DATA			
Name:	Q Development AG		
Street Address:	Rhigass 1		
City:	Gamprin-Bendern		
State/Country:	LIECHTENSTEIN		
Postal Code:	9487		
Entity Type:	Aktiengesellschaft (Ag): LIECHTENSTEIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6974992	QUSD	
CORRESPONDENCE DATA			
Fax Number:	2125295132		
<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:	2125295131		
Email:	docket@mkwllp.com		
Correspondent Name:	Mauriel Kapouytian Woods LLP		
Address Line 1:	15 W. 26th Street		
Address Line 2:	7th Floor		
Address Line 4:	New York, NEW YORK 10010		
ATTORNEY DOCKET NUMBER:	104005001800		
NAME OF SUBMITTER:	Emily Sullenberger		
SIGNATURE:	/Emily Sullenberger/		
DATE SIGNED:	04/05/2023		
Total Attachments: 6			
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ANNEX 4.3

Q IP LIMITED (GIBRALTAR) TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of 25th November 2021 by and between Q IP Limited, Suite 263, Unit 1.02 World Trade Center, Gibraltar GX111AA ("Assignor") and Q Development AG, Landstrasse 40, LI-9495 Triesen, Liechtenstein ("Assignee," each of Assignor and Assignee a "Party," and collectively, the "Parties"), to assign certain assets of Assignor to Assignee pursuant to an Assignment Agreement of even date herewith (the "Assignment Agreement").

WHEREAS, Assignor undertakes to assign to Assignee, and Assignee undertakes to acquire from Assignor, any and all right, title and interest that Assignor owns in the trademarks listed or referenced on Exhibit 1 attached hereto, and all common-law rights associated therewith and all goodwill associated therewith and symbolized thereby throughout the world (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby established, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Assignment. Assignor irrevocably and unconditionally assigns to Assignee, all of Assignor's right, title, and interest in and to the Marks, together with the goodwill symbolized by the Marks throughout the world. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims for past, present, and future infringement, misappropriation, or other violation of the Marks, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, misappropriation, or other violation as well as the right to grant releases for past infringements. Assignor undertakes to assist ASSIGNEE in the conduct of such legal proceedings. Assignee agrees to accept such an assignment of the Marks.
2. Miscellaneous.
 - (a) Amendments and Waivers. This Agreement may only be amended or modified by an instrument in writing signed by an authorized representative of both Parties.
 - (b) Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns.
 - (c) Governing Law. This AGREEMENT is governed by and shall be construed in accordance with Liechtenstein law excluding private international law and the UN Convention on Contracts for the International Sale of Goods.
 - (d) Arbitration. Any dispute, controversy or claim arising out of or relating to this AGREEMENT, or the breach termination or invalidity thereof, shall be settled by arbitration in Liechtenstein administered by the International Chamber of Commerce under its Rules of Arbitration. The number of arbitrators shall be 3 (three). Each Party shall nominate one

arbitrator and the two Party-appointed arbitrators shall nominate the president of the arbitral tribunal. The language to be used in the arbitral proceedings shall be English.

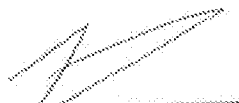
(f) *Counterparts.* The Agreement may be executed by the Parties on any number of separate counterparts, by facsimile or email, and all of those counterparts taken together will be deemed to constitute one and the same instrument.

(g) *Entire Agreement.* This Agreement, together with the Assignment Agreement, contains the entire agreement between the PARTIES and no PARTY shall be bound by any representation, warranty, undertaking, promise or the like which is not recorded herein. No change order, modification to, addition to, or waiver of any of the provisions of this AGREEMENT shall be binding upon any PARTY unless in writing signed by all PARTIES.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

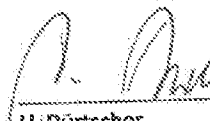
ASSIGNOR

Q IP Limited


Olivier Janssens
Q IP Limited (Gibraltar)

ASSIGNEE

Q Development AG


U. Dürtscher
Managing Director
Q Development AG

N. Biagosch
Managing Director
Q Development AG

arbitrator and the two Party-appointed arbitrators shall nominate the president of the arbitral tribunal. The language to be used in the arbitral proceedings shall be English.

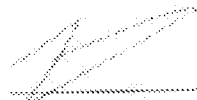
(f) *Counterparts.* The Agreement may be executed by the Parties on any number of separate counterparts, by facsimile or email, and all of those counterparts taken together will be deemed to constitute one and the same instrument.

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ASSIGNOR

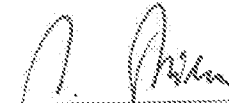
Q IP Limited



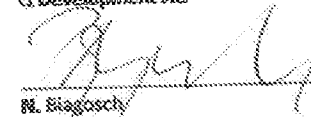
Olivier Janssens
Q IP Limited (Gibraltar)

ASSIGNEE

Q Development AG



J. Dürtscher
Managing Director
Q Development AG



M. Elagoch
Managing Director
Q Development AG



EXHIBIT 1

TM	Country	App #	App Date	Reg. #	Reg. Date
Q	Austria	11567/2020	3-Jul-2020	AT 311626	14-Jan-2021
Q	Benelux	1420939	10-Jul-2020	1420939	20-Oct-2020
Q	Croatia	Z20200820A	10-Jul-2020	Z20200820	27-Jan-2021
Q	Denmark	VA 2020 01396	3-Jul-2020	2020 02062	18-Nov-2020
Q	Estonia	M20200625	6-Jul-2020	51926	11-Jan-2021
Q	France	20 4 663 463	3-Jul-2020	20 4 663 463	18-Dec-2020
Q	Germany	30 2020 015 583.5/36	20-Jul-2020	30202001558 3536	7-Mar-2021
Q	Malta	61224	6-Jul-2020		
Q	Portugal	645632	3-Jul-2020		
Q	United Kingdom	3506859	1-Jul-2020	3506859	1-Jul-2020
Q	Cyprus	90909	28-Aug-2020		
Q	Greece	262723	24-Aug-2020		
Q	Hungary	M2002191	28-Jul-2020		
Q	Slovakia	1756-2020	12-Aug-2020		
Q	Sweden	2020/04907	28-Jul-2020		
QSD	United Kingdom	3499821	12-Jun-2020	3499821	2-Oct-2020
QUSD	United Kingdom	3499827	12-Jun-2020	3499827	25-Sep-2020
QCAD	United Kingdom	3499837	12-Jun-2020	3499837	25-Sep-2020
QCAD	Canada	2068609	4-Dec-2020		
QEUR	United Kingdom	3499848	12-Jun-2020	3499848	25-Sep-2020
QEUR	European Union	18349501	4-Dec-2020	18349501	23-Apr-2021
QGBP	United Kingdom	3499853	12-Jun-2020	3499853	12-Jun-2020
QYEN	United Kingdom	3499867	12-Jun-2020	3499867	12-Jun-2020
QYEN	Japan	2020-151784	9-Dec-2020		
QCHF	United Kingdom	3499880	12-Jun-2020	3499880	12-Jun-2020
QCHF	Switzerland	17522/2020	8-Dec-2020		
USDQ	United Kingdom	3499833	12-Jun-2020	3499833	25-Sep-2020
USDQ	Korea	40-2020- 0227287	11-Dec-2020		

TM	Country	App #	App Date	Reg. #	Reg. Date
CADQ	United Kingdom	3499840	12-Jun-2020	3499840	25-Sep-2020
CADQ	Canada	2068611	4-Dec-2020		
EURQ	United Kingdom	3499851	12-Jun-2020	3499851	25-Sep-2020
EURQ	European Union	18349515	4-Dec-2020	18349515	22-Apr-2021
GBPQ	United Kingdom	3499855	12-Jun-2020	3499855	12-Jun-2020
YENQ	United Kingdom	3499872	12-Jun-2020	3499872	2-Oct-2020
YENQ	Japan	2020-151785	9-Dec-2020		
CHFQ	United Kingdom	3499882	12-Jun-2020	3499882	12-Jun-2020
CHFQ	Switzerland	17526/2020	8-Dec-2020		

**AMENDMENT NO. 1 TO
Q IP LIMITED (GIBRALTAR) TRADEMARK ASSIGNMENT AGREEMENT**

This Amendment No. 1, effective as of the last date written below (the "Effective Date"), modifies the certain Q IP Limited (Gibraltar) Trademark Assignment Agreement (the "Agreement") entered into as of November 25, 2021 by and between Q IP Limited, Suite 263, Unit 1.02 World Trade Center, Gibraltar GX111AA, ("Assignor"), and Q Development AG, formerly of Landstrasse 40, LI-9495 Triesen, and now of Rhigass 1, 9487 Gamprin-Bendern, Liechtenstein ("Assignee").

RECITALS

WHEREAS, the QUSD standard character mark, U.S. application Ser. No. 88962620, owned by Q IP Limited, has now registered in the United States.

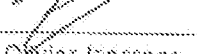
NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Exhibit 1 to Agreement.** The following row is added to the end of Exhibit 1 to the Agreement (the heading row, starting with "Trademark" is provided solely for the convenience of the parties):

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date
QUSD	US	88962620	12-Jun-2020	6974992	7-Feb-2023

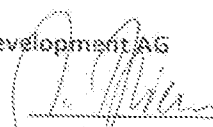
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

Q IP Limited (Gibraltar)

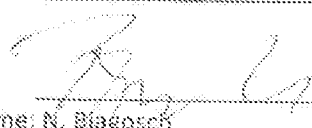
By: 
Name: Olivier Janssens

Date: 02/03/2023

Q Development AG

By: 
Name: U. Dörscher
Title: Managing Director

Date: 23/02/23

By: 
Name: N. Blagosch
Title: Member of the Advisory Board

Date: 21.02.2023