

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bitex Group LTD		07/11/2023	Corporation: SEYCHELLES
RECEIVING PARTY DATA			
Name:	Virtuoso Holding FZ-LLC		
Street Address:	UG11-B2 RAKEZ Amenity Center		
Internal Address:	Ak Hamra Industrial Zone-FZ-RAK		
City:	RAKEZ		
State/Country:	UNITED ARAB EMIRATES		
Postal Code:	00000		
Entity Type:	Limited Liability Company: UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4820570	MSPY	
Registration Number:	4820568	MSPY	
CORRESPONDENCE DATA			
Fax Number:	4157056383		
<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:	4157056377		
Email:	tmdocket@dergnoah.com		
Correspondent Name:	Igor shoiket, Dergosits & Noah, LLP		
Address Line 1:	One Embarcadero Center; Suite 720		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Igor Shoiket		
SIGNATURE:	/Igor Shoiket/		
DATE SIGNED:	07/18/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT
No. 11072023

Seychelles

11 of July 2023

Bitex Group LTD, a legal entity organized and existing under the laws of **Republic of Seychelles**, with registered number: 082054, having its address of registration at: Suite 1, Second Floor, Sound & Vision House, Francis Rachel str., Victoria, Mahe, Seychelles, represented by Authorized person Viktoriia Adamchuk (hereinafter – **Assignor**), on the one hand, and

Virtuoso Holding FZ-LLC, a legal entity organized and existing under the laws of **United Arab Emirates**, with registered number: RAKEZ20233263, having its address of registration at: UG11-B2 RAKEZ Amenity Center Al Hamra Industrial Zone-FZ RAK, United Arab Emirates, represented by Director Viktoriia Adamchuk (hereinafter – **Assignee**), on the other hand,

collectively referred to as “**Parties**” and separately as “**a Party**”, concluded this Trademark Assignment Agreement No. 11072023 as of 11 of July 2023 (hereinafter - **Agreement**) as follows:

WHEREAS, the Assignor is the registered owner of the trademarks set forth in Exhibit A (the “**Trademark**”) that are registered at the United States Patent and Trademark Office and European Union Intellectual Property Office;

WHEREAS, the Assignor desires to assign all of the Assignor’s rights, title, and interest in and to the Trademarks to the Assignee;

WHEREAS, the Assignee desires to acquire from the Assignor the Trademarks in accordance with the provisions of this Agreement.

1. ASSIGNMENT

1.1. For good and valuable compensation defined in Article 2 of this Agreement, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Trademarks and the following:

(a) the Trademarks registrations and trademark applications set forth in Exhibit A hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark[s];

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (hereinafter collectively – **Trademarks rights; Assignment**).

2. THE COMPENSATION

2.1. The Parties hereby agree that for and in consideration of the sum of USD 100,000.00 (one hundred thousand US dollars) payable by the Assignee to the Assignor, the Assignor does hereby irrevocably convey, transfer, and assign to the Assignee all Trademarks rights from and in connection with the Trademark.

2.2. The Assignor hereby explicitly agrees that the compensation indicated in clause 2.1 hereof is a fair compensation for the assigned Trademarks rights.

2.3. The Assignee shall pay to the Assignor the amount of compensation indicated in clause 4.1 hereof within 190 (one hundred and ninety) calendar days from the date of ownership information updating in the appropriate Trademarks registers (USPTO, EUIPO).

2.4. Payment of the compensation under this Agreement shall be made in USD via wire transfer to the Assignor's bank account, details of which will be indicated in an invoice, issued by the Assignor.

2.5. The Assignor shall bear all costs associated with the bank transfers accrued by the Assignor's bank, and the Assignee shall bear all costs associated with the bank transfers accrued by the Assignee's bank.

2.6. The Assignee's obligation to pay the Assignor's compensation shall be deemed to have been performed in full upon execution of wire transfer to the Assignor's bank account.

2.7. The Parties agreed that the Assignor conveys, transfers, and assigns to the Assignee Trademarks rights in full (without limitation of the ways of Trademark usage).

2.8. Each Party shall bear taxes, which may be executed in country of such Party, and which may be executed due to execution of this Agreement.

2.9. All payments, which will be made due to execution of this Agreement are not determined as a royalty, because this Agreement can't be determined as a Licensee agreement according to laws of Seychelles and United Arabian Emirates.

2.10. In case if the Assignee will delay with compensation payment on more than 30 calendar days, the Assignor has right to terminate the Agreement unilaterally. In this case all Trademarks rights, domain names which were conveyed, transferred, and/or assigned) to the Assignee from Assignor will be got back and the Assignee will lose all respective rights to use the Trademarks rights, domain names, in anyway.

2.11. From the date when the compensation of the Assignor will be fully paid by the Assignee according to the clause 2.1 hereof, the Assignee acquires Trademarks rights in full, that will be confirmed by signing of the respective Trademark Assignment Certificate.

3. FURTHER ASSURANCES

3.1. The Assignor shall, at the cost and expense of the Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of the Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

4. EXECUTION AND DELIVERY

4.1. Upon the Assignee's request, the Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto the Assignee the full right, title and interest in and to the Trademarks and to protect and enforce the Trademarks.

5. REPRESENTATIONS AND WARRANTIES

5.1. The Assignor represents and warrants that the Assignor is the sole and legitimate title holder of all Trademarks rights and, therefore, the Assignor has the full right to convey the entire right, title and interest herein assigned, and that the Assignor will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

6. WARRANTY DISCLAIMER

6.1. ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, ANY LOSS OF PROFITS, LOSS OF USE, OR

BUSINESS INTERRUPTION ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. APPLICABLE LAW

8.1. All the relations of the Parties arising out of this Agreement in connection with entering into the Agreement, its interpretation, execution and termination shall be governed by the laws of Seychelles.

9. JURISDICTION

9.1. Any disputes of the Parties connected with making of this Agreement, its interpretation, execution and termination shall be resolved by negotiations. If the Parties fail to settle their dispute by negotiations within 30 (thirty) days from the moment the dispute arose, such a dispute shall be settled by the Seychelles courts.

10. FORCE-MAJOR CIRCUMSTANCES

10.1. Parties shall not be liable for any delay in performing or non-fulfilment of its obligations under this Agreement if such delay or non-fulfilment is caused by events that are beyond the reasonable control of the Party, these events cannot be prevented under proper control and these events were not foreseeable at the time of execution of the Agreement, including: fire, explosion, flood, storm, strikes, natural disasters, wars, terrorist acts, imposing embargoes, riots or intervention of any authority, epidemic or pandemic, provided that the Party, which allows the delay or non-fulfilment, immediately notifies the other Party of the reasons for the delay or non-fulfilment and makes efforts to eliminate the cause and consequences of such delay or non-fulfilment. In this case, any delay or non-fulfilment for more than 45 (forty-five) calendar days is a ground for termination of the Agreement by the other Party, or the other Party (at its own discretion) may extend validity term of this Agreement for a period of time equal to the duration of the interruption or delay.

11. CONFIDENTIALITY

11.1. "Confidential Information" as used in this Agreement shall mean any non-public or proprietary information (including any and all technical and non-technical information) disclosed orally or in writing in the course of executing this Agreement by one Party (a "Disclosing Party") to the other Party (a "Receiving Party").

11.2. The Receiving Party acknowledges that all information belonging to the Disclosing Party, and that was received by the Receiving Party in the course of executing this Agreement, shall be used by the Receiving Party solely for the performance of its obligations under this Agreement. The Receiving Party shall keep such information confidential. In addition, the Receiving Party shall not be entitled to disclose such information to any third party without prior written consent of the Disclosing Party.

11.3. The Parties shall hold the terms of this Agreement confidential and shall only disclose them as required by law.

11.4. In the event that a Party breaches any of the above confidentiality provisions in any way, it shall be liable to the other Party for the damages, losses, costs, or liabilities caused thereby.

11.5. This Article 11 shall be valid for 3 (three) years after the termination of this Agreement.

12. TERM OF THE AGREEMENT

12.1. This Agreement shall enter into force upon its signing by both Parties and shall be valid (except for Article 11 of this Agreement) until the full execution of each Party's obligations in accordance with this Agreement.

The Agreement may be terminated pre-term on the basis of a relevant written agreement of the Parties.

13. CONDUCT OF BUSINESS PRIOR TO CLOSING DATE

13.1. Without limiting the foregoing, from the date hereof until the date when the compensation of the Assignor will be fully paid by the Assignee according to the Article 2 of the Agreement (hereinafter - **Closing Date**), Assignor shall not, without the prior written approval of Assignee:

(i) sell, assign, transfer, grant any security interest in, or otherwise encumber or dispose of any Trademarks rights; and (ii) grant any license/sublicense to any Trademarks rights.

14. DOMAIN NAME REGISTRATIONS

14.1. Within 90 (ninety) days from the date of signing this Agreement by the Parties, Assignor shall execute and deliver to Assignee all documents, papers, forms, and authorizations, and take such other actions as are necessary in accordance with the procedures of the applicable internet domain name registrars to effectuate and evidence the transfer of ownership and control (including administrative and technical access) to Assignee (or its designee) of all domain names that include Trademark ("Domain Names"), and cause the Domain Names to be registered/enable Assignee to register the Domain Names in the name of Assignee (or its designee) with the domain name registrar of Assignee's choosing as designated by Assignee in writing. As between Assignor and Assignee, Assignee shall bear all fees charged by any transferring registrar, if any, and all other out-of-pocket costs in connection with the transfer of the Domain Names to Assignee

15. RECORDATION AND FURTHER ACTIONS

15.1. Assignor hereby authorizes the officials of the United States Patent and Trademark Office and European Union Intellectual Property Office to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the Assignment to Assignee, or any assignee or successor thereto.

16. MISCELLANEOUS

16.1. All the relations of the Parties, which are not governed by this Agreement, shall be governed by applicable law defined in Article 8 of this Agreement.

16.2. All the annexes, amendments and addendums to the Agreement drawn up in writing and signed by the authorized representatives of the Parties shall be an integral part of the Agreement.

16.3. This Agreement is composed in English in two copies of equal legal force: each Party shall have one copy.

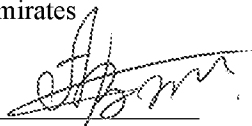
16.4. This Agreement may be signed by use of electronic or digital signature. The parties agree that the electronic and/or digital signature appearing in this Agreement are the same as handwritten signatures for the purpose of validity, enforceability, and admissibility. Counterparts may be executed and delivered by facsimile, electronic mail (including PDF) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This requirement is also valid for other documentation to be made in compliance with the present Agreement (certificates, acts, annexes, amendments etc.).

17. DETAILS AND SIGNATURES OF THE PARTIES:

ASSIGNEE

Virtuoso Holding FZ-LLC

Registration number: RAKEZ20233263
Address: UG11-B2 RAKEZ Amenity Center Al Hamra Industrial Zone-FZ RAK, United Arab Emirates

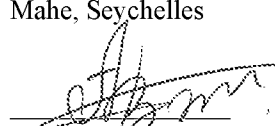


Viktoriia Adamchuk

ASSIGNOR

Bitex Group Ltd

Registration number: 082054
Address: Suite 1, Second Floor, Sound & Vision House, Francis Rachel str., Victoria, Mahe, Seychelles




Viktoriia Adamchuk

EXHIBIT A
to the TRADEMARK ASSIGNMENT AGREEMENT
No. 11072023 as of 11 of July 2023

Trademark Registrations:

Mark (Name):	MSPY
Jurisdiction:	EUROPEAN UNION
Filing No.	017792748
Registration Date:	17/07/2018
Class:	9 (Downloadable computer software for remote monitoring and analysis; computer application software for smart phones, android phones, mobile phones, handheld computers, and computers; computer application software for smart phones, android phones, mobile phones, handheld computers, and computers, for monitoring users' locations and activities through their phones and computers.)
Registration authority:	EUIPO

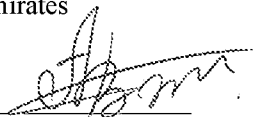
Mark (Name):	MSPY
Jurisdiction:	USA
Serial Number	86234569
Registration Date:	September 29, 2015
Class:	IC 009. US 021 023 026 036 038. G & S: Computer application software for smart phones, handheld computers and computers for monitoring users' locations and activities through their smart phones and computers.
Registration authority:	USPTO

Mark (Name):	
	MSPY
Jurisdiction:	USA
Serial Number	86234545
Registration Date:	September 29, 2015
Class:	IC 009. US 021 023 026 036 038. G & S: Computer application software for smart phones, handheld computers and computers for monitoring users' locations and activities through their smart phones and computers.
Registration authority:	USPTO

ASSIGNEE

Virtuoso Holding FZ-LLC

Registration number: RAKEZ20233263
 Address: UG11-B2 RAKEZ Amenity Center Al Hamra Industrial Zone-FZ RAK, United Arab Emirates




 Viktoriia Adamchuk

ASSIGNOR

Bitex Group Ltd

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 Viktoriia Adamchuk