

900283270 03/18/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Devils and Angels Limited		05/22/2012	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Memorial Maple Limited		
Street Address:	1 Wang Kwong Road, Kowloon Bay		
Internal Address:	Room D, 10/F, Tower A, Billion Centre		
City:	Kowloon		
State/Country:	HONG KONG		
Entity Type:	COMPANY: HONG KONG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3567796	PUNKYFISH	
Registration Number:	3803219	PUNKYFISH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-999-6180		
Email:	jon@ip-law.co.il, trademarks@ip-law.co.il		
Correspondent Name:	Jonathan Agmon		
Address Line 1:	14 Shenkar Street, P.O.B 12425		
Address Line 4:	Herzliya Pituach, ISRAEL 46725		
ATTORNEY DOCKET NUMBER:	5125/98		
NAME OF SUBMITTER:	Jonathan Agmon		
SIGNATURE:	/Jonathan Agmon/		
DATE SIGNED:	03/18/2014		
Total Attachments: 6			
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DATED 22nd May 2012

(1) Devils and Angels Limited

and

(2) Memorial Maple Limited

Assignment of Trade Marks

TM



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THIS AGREEMENT is made on

22nd May 2012

BETWEEN

1. **DEVILS AND ANGELS LIMITED**, a company registered in England with number 04081443 and whose office is at Unit 3, Gaunson House, Markfield Road, London, N12 4QQ (the "Assignor"); and
2. **Memorial Maple Limited**, a company registered in Hong Kong with a number 1725226 and whose registered office is at Room D, 10/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong (the "Assignee").

BACKGROUND:

- (A) The Assignor is the registered proprietor of the Trade Marks (defined below).
- (B) The Assignor has agreed to assign all its right, title and interest in and to the Trade Marks and the website to the Assignee on the terms and for the consideration set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. Definitions

- 1.1 The following definitions will have the following meanings:

"Agreement" means this Agreement and the attached Schedule;
"Trade Marks" means the trade marks detailed in the attached Schedule

2. Assignment

- 2.1 In consideration of the payment of €20,000 by the Assignee to the Assignor on the date of this Agreement (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns, absolutely and with full title guarantee, the following to the Assignee:

- 2.1.1 the Trade Marks and Website;
- 2.1.2 any and all right, title and interest in and to the Trade Marks;
- 2.1.3 all goodwill attaching to or associated with the Trade Marks;
- 2.1.4 any copyright in the Trade Marks;
- 2.1.5 the full and exclusive benefit of the Trade Marks with the exclusive right to do, and to authorise others to do, any and all acts in relation to the Trade Marks throughout the world;
- 2.1.6 such rights of action, powers and benefits arising from the ownership of the Trade Marks, including without limitation all statutory and common law rights, and the right to seek and recover damages or any other

remedies in respect of any infringement of the Trade Marks prior to the date of this Agreement; and

2.1.7 the right to apply for, prosecute and obtain registered trade marks, registered designs or similar protection in the name of the Assignee throughout the world in respect of the names and marks comprised in the Trade Marks, including the right to claim priority from any of the Trade Marks.

2.2 To the extent that Value Added Tax (VAT) or any other similar tax in any jurisdiction is payable, all sums payable under this Agreement are exclusive of VAT (or any other similar tax) which shall, where applicable, be paid in addition to the sum set out in clause 2.1 at the rate in force at the date this Agreement is signed.

3. Further Assurance

3.1 The Assignor will, at the reasonable request and expense of the Assignee, execute such further documents and do any such things as may be necessary or reasonably required to give full effect to the terms of this Agreement.

4. Warranties

4.1 The Assignor hereby warrants that to the best of its ability, knowledge and belief;

4.1.1 it is the registered proprietor of the Trade Marks and has full power to enter into this Agreement;

4.1.2 it has not, either by act or omission, caused or permitted anything to be done which might endanger the validity of the Trade Marks or the ability of the Assignee to register the assignment of the Trade Marks;

4.1.3 it has not knowingly withheld from the Assignee knowledge of any circumstances that may endanger the validity of the Trade Marks or the ability of the Assignee to register the assignment of the Trade Marks; and

4.1.4 all renewal fees due in respect of any of the registered Trade Marks have been paid.

5. Counterparts

5.1 This Agreement may be completed in any number of counterparts by the parties, each of which shall be an original but which together shall constitute one and the same Agreement.

6. General

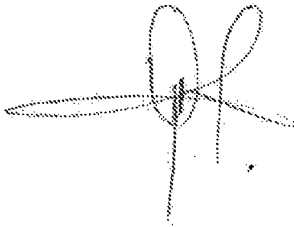
6.1 This Agreement contains the whole agreement between the parties and supersedes any prior, written or oral agreement between them in relation to its subject matter.

6.2 No amendment or other variation to this Agreement shall be effective unless it is in writing and is dated and signed by a duly authorised representative of each party.

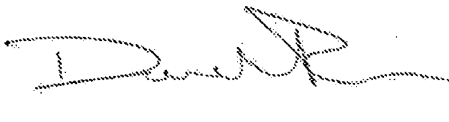
- 6.3 Unless otherwise agreed, every notice and other communication given under this Agreement shall be sent by first class post addressed to the other party at the address above. Notice shall be deemed to have been given two clear business days after posting.
- 6.4 No waiver (whether express or implied) by either party of any breach by the other party of any of its obligations under this Agreement shall be deemed to constitute a waiver or consent to any subsequent or continuing breach by such party of any such obligations.
- 6.5 No term in this Agreement is enforceable by any person who is not a party to it.
- 6.6 This Agreement shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

IN WITNESS of which this Agreement has been executed and delivered the date and year first above written.

SIGNED by KEMAL GEDIZ
duly authorised for and on behalf of
Devils and Angels Limited

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)
) 

SIGNED by David Ball
duly authorised for and on behalf of
Memorial Maple Ltd

)
)
) 

SCHEDULE

Trade Marks and Website

Trade Marks (attached)

www.Punkyfish.co.uk

www.Punkyfish.com

SCHEDULE

Trade Marks Assigned Word, Stylised Word & Device in all forms in all Categories

PUNKYFISH

Australia
Brazil
Canada
Chile
China
Czech Republic
European Community
France
Germany
Guatemala
Hong Kong
Hungary
Iceland
Israel
Italy
Japan
Latvia
Lebanon
Liechtenstein
Lithuania
Madrid Protocol
Mexico
Moldova
Morocco
New Zealand
Norway
Peru
Poland
Republic of Korea
Romania
Russian Federation
Serbia
Singapore
Slovakia
Slovenia
Spain
Switzerland
Taiwan
Turkey
Ukraine
United Kingdom
United States of America

All territories that could be covered by European Community and/or Madrid Protocol