TRADEMARK ASSIGNMENT COVER SHEET

900340721

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM358438

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Luidia, Inc.		01/27/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNF Co., Ltd
Street Address:	1301 Shortway Road
Internal Address:	Suite 275
City:	Belmont
State/Country:	CALIFORNIA
Postal Code:	94002
Entity Type:	CORPORATION: KOREA, REPUBLIC OF

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3971920	EBEAM ENGAGE
Registration Number:	1907992	ADAPT IMPROVISE OVERCOME
Registration Number:	3967991	BOARDSTREAM
Registration Number:	3340817	LUIDIA
Registration Number:	2981942	LUIDIA
Registration Number:	3340816	LUIDIA
Registration Number:	2979139	LUIDIA
Registration Number:	3844537	EBEAM EDGE
Registration Number:	3521491	DIGITAL READY
Registration Number:	2491855	EBEAM

CORRESPONDENCE DATA

Fax Number: 3026365454

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.

Phone: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com **Correspondent Name:** Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

TRADEMARK

REEL: 005643 FRAME: 0688 900340721

ATTORNEY DOCKET NUMBER:	827436	
NAME OF SUBMITTER:	Jean Paterson	
SIGNATURE:	/jep/	
DATE SIGNED:	10/13/2015	
Total Attachments: 5		
source=10-9-15 Luidia Inc-TM#page1.tif		
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TRADEMARK REEL: 005643 FRAME: 0689

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "<u>Assignment</u>") dated as of January 27, 2015 (the "<u>Effective Date</u>"), is made by and between Luidia, Inc., a corporation incorporated under the laws of the State of Delaware ("<u>Assignor</u>"), and PNF Co., Ltd., a corporation under the laws of the Republic of Korea ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Intellectual Property Transfer Agreement, dated as of the date hereof (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed on Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.
- 2. <u>Disclaimer; Ownership; No Challenge.</u> Assignor hereby disclaims all interest in the Trademarks and except as agreed by the parties in writing, shall not, directly or indirectly, use or apply to register any Trademark, or any other intellectual property confusingly similar thereto or that would constitute an infringement of any Trademark. Assignor hereby acknowledges and agrees that from and after the date hereof Assignee shall be the exclusive owner of the Trademarks. Assignor acknowledges that all rights accruing from Assignor's use of any Trademark prior to assignment to Assignee pursuant to Section 1 hereof and any goodwill resulting from such uses shall inure to the benefit of Assignee and that Assignee is the owner of all enhancements in value attached or which may become attached to such Trademarks after the date hereof. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction (a) Assignee's rights, title and interest in and to the Trademarks, (b) Assignee's and its affiliates' rights to use and control the Trademarks, or (c) the validity of the Trademarks.

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- 3. <u>Cooperation</u>. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. Assignor agrees that at any time and from time to time Assignor shall promptly execute and deliver such other documents and take all further actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in the relevant state and national trademark offices, all at Assignor's sole expense.
- 4. General Provisions. This Assignment and the Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Trademarks beyond those rights provided in the Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.
- 5. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.
- 6. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows.]

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IN WITNESS WHEREOF, the undersigned have caused this Assignment of Trademarks to be executed as of the date first above written.

ASSIGNOR:

Luidia, Inc.

Title: Chief Executive Officer Name: Chung Kee Kim

ASSIGNEE:

PNF Co., Ltd.

Title: Chief Executive Officer Name: Chung Kee Kim

$\frac{Schedule\;A}{Trademark\;Registrations\;and\;Pending\;Applications}$

Description	Registration/ Application Number	Registration/ Application Date
USA		
EBEAM ENGAGE (Registered)	3971920	05/31/2011
EBEAM BOARDSTREAM (Registered)	3967992	05/24/2011
BOARDSTREAM (Registered – 9 + 42) 3967991		05/24/2011
LUIDIA & Design (Registered as class 42)	3340817	11/20/2007
LUIDIA & Design (Registered as class 9)	2981942	08/02/2005
LUIDIA (Registered as class 42)	3340816	11/20/2007
LUIDIA (Registered as class 9)	2979139	07/26/2005
EBEAM EDGE (Registered)	3844537	09/07/2010
DIGITAL READY (Registered)	3521491	10/21/2008
EBEAM (Registered)	2491855	09/25/2001
INTERNAT	IONAL	
EBEAM (Registered in Australia)	819003	04/11/2000
EBEAM (Published in Brazil)	83125092	25 12/29/2011
EBEAM (Registered in Canada)	104481:	5 02/12/2003
EBEAM (Registered in China)	160233	7 07/14/2001
EBEAM (Registered in EU)	1447234	4 04/04/2001
EBEAM (Pending in India)	2211130	09/26/2011
EBEAM (Registered in Japan)	4433625	5 11/17/2000
EBEAM (Registered in Korea)	488540	02/26/2001
EBEAM (Registered in Malaysia)	0000006	3 04/12/2003
EBEAM (Registered in Mexico)	650463	04/18/2000
EBEAM (Registered in New Zealand)	606154	07/06/2000

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P-477946	11/06/2000
980658	01/16/2002
39499	11/08/2008
2000 00569	01/14/2000
1207041	12/09/2008
3912194	02/14/2006
3912195	08/07/2006
3657905	03/14/2006
4804557	09/17/2004
981933	03/10/2010
981933	10/31/2008
981933	10/31/2008
981933	10/31/2008
	980658 39499 2000 00569 1207041 3912194 3912195 3657905 4804557 981933 981933

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RECORDED: 10/13/2015