

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451201

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Death Adders, Inc.		10/27/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vacant Source Ltd.		
<b>Street Address:</b>	1800 Dong-Ming Road, Pudong, New Dist.		
<b>Internal Address:</b>	Room 204-205, No. 8 Lane		
<b>City:</b>	Shanghai		
<b>State/Country:</b>	CHINA		
<b>Postal Code:</b>	200126		
<b>Entity Type:</b>	Corporation: CHINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4205891		
<b>Registration Number:</b>	3957059		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122861884		
<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>			
<b>Phone:</b>	2125577200		
<b>Email:</b>	wc@dhclegal.com		
<b>Correspondent Name:</b>	Charles Klein		
<b>Address Line 1:</b>	605 Third Avenue		
<b>Address Line 2:</b>	34th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10158		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Charles Klein c/o Davidoff Hutcher & Cit		
<b>Address Line 1:</b>	605 Third Avenue		
<b>Address Line 2:</b>	34th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10158		
<b>NAME OF SUBMITTER:</b>	William H. Cox		

CH \$65.00 4205891

<b>SIGNATURE:</b>	/William H. Cox/
<b>DATE SIGNED:</b>	11/16/2017
<b>Total Attachments: 8</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective the 27<sup>th</sup> day of October, 2017, is made and entered into by and among Vacant Source Ltd., a corporation organized under the laws of the People's Republic of China (the "Assignee"), with an address at Vacant Source, Ltd., Room 204-205, No. 8 Lane 1800 Dong-Ming Road, Pudong, New District, Shanghai, 200126, China; Death Adders, Inc. (sometimes hereafter "DAI") and E.T.D. Holdings, LLC (sometimes hereafter "E.T.D"), and Greg Rivera collectively the ("Assignors"), both with an address at 276 Greenpoint Avenue, Building 8, Suite 8302, Brooklyn, New York 11222.

WHEREAS, Assignors are the owners of the intellectual property relating to Assignors business under the Marks and the domain name Mishkanyc.com (the "Intellectual Property") all as set forth on **Schedule A** hereto.

WHEREAS, Assignors are the registrant of record and owner of each of Internet domain name (including any and all goodwill symbolized thereby) mishkanyc.com set forth on **Schedule A** hereto and the domain name registration therefor;

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

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

1. Assignment. Assignors hereby assign to Assignee:
  - a. The Intellectual Property, including, without limitation, the Marks and good will associated therewith and the domain name mishkanyc.com including, without limitation, all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof and any and all other domain names using the word "Mishka" ("Domain Names") ("Transferred Rights"); and
  - b. any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom; and
  - c. any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully

and as entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. Further Assurances. Assignors shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Intellectual Property and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

4. Dispute Resolution. Each of the Parties submits to the jurisdiction of any state or federal court sitting in New York, New York in any action or proceeding arising out of or relating to this Assignment and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Assignment in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

5. Waiver of Jury Trial. Each of the parties to this Agreement hereby irrevocably waives all right to a trial by jury in any action, proceeding or counterclaim arising out of relating to this agreement or the transactions contemplated hereby.

6. Counterparts. This Assignment may be executed in one (1) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Facsimile or email transmission of any signed original counterpart and/or retransmission of any signed facsimile or scanned email transmission shall be deemed the same as the delivery of an original.

[SIGNATURE PAGE FOLLOWS]

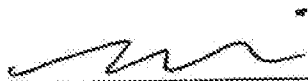
IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNORS:  
DEATH ADDERS, INC.

By:   
Name: Gregory Rivera  
Title: President


E.T.D. HOLDINGS, LLC

By:   
Name: Gregory Rivera  
Title: President

  
Gregory Rivera

and

ASSIGNEE:  
VACANT SOURCE LTD.

By:   
Name: Tansy Keng  
Title: President



**ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 10/27/2017 before me, ABRAHAM KHOUREIS, a Notary Public,

personally appeared GREGORY Peter Rivers, representing

E.T.D. HOLDINGS, LLC, as its President

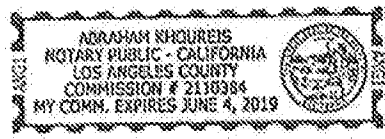
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Abraham Khouris*

Signature of Notary Public



(Notary Seal)

**OPTIONAL ENTRIES**

Title or Type of Document: Asset purchase Agreement  
INTELLECTUAL PROPERTY ASSIGNMENT

Name of Other Party(ies) Involved: VACANT SOURCE LTD.

Date of Document: 10/27/17 No. of Pages: 39 Type of ID. Used: CIOL

Company Represented: E.T.D. HOLDINGS, LLC Officer's Title: President

Product Item No. 72930

**ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 10/27/2017 before me, ABRAHAM KHOUREIS, a Notary Public,

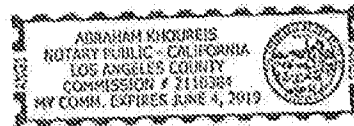
personally appeared Gregory Peter Rivera, representing Death Adders, Inc. as its President

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Abraham Khouris  
Signature of Notary Public



(Notary Seal)

**OPTIONAL ENTRIES**

Title or Type of Document: Asset Purchase Agreement  
INTELLECTUAL PROPERTY ASSIGNMENT  
Name of Other Party(ies) Involved: VACANT SOURCE LTD  
Date of Document: 10/27/2017 No. of Pages: 39 Type of ID. Used: CADL  
Company Represented: Death Adders, Inc. Officer's Title: President

Product Item No. 72930



**ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

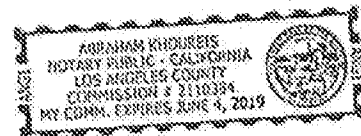
On 10/27/2017 before me, ABRAHAM KHOUREIS, a Notary Public, personally appeared GREGORY PETER RIVERA.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Abraham Khouris  
Signature of Notary Public



(Notary Seal)

**OPTIONAL ENTRIES**

Title or Type of Document: Asset Purchase Agreement  
Name of Other Party(ies) Involved: VACANT SOURCE LTD.  
Date of Document: 10/27/2017 No. of Pages: 39 Type of ID. Used: CDL  
Company Represented: \_\_\_\_\_ Officer's Title: \_\_\_\_\_

Product Item No. 72930

**SCHEDULE A**

<u>(i) Trademark Registrations with all Goodwill</u>	<u>Owner</u>	<u>Countries</u>	<u>Registration No.</u>	<u>Class(es)</u>
Eyeball Logo	Death Adders, Inc.	U.S	4205891	18, 25
Eyeball Logo	Death Adders, Inc. DBA Mishka NYC	Japan	5519245	18, 25
Bear Cub	Death Adders, Inc.	U.S.	3957059	25
Bear Mop	Death Adders, Inc.	U.S	3622898 (cancelled)	25
Bear Mop	Death Adders, Inc. DBA Mishka NYC.	Japan	5519246	18, 25
Mishka (Russian)	E.T.D. Holdings, LLC	U.S	3805373	25
Mishka (Russian & English)	Mishka NYC	Japan	5028498(cancelled)	18, 25
Mishka (Russian & English)	Mishka NYC	Japan	5468911	9, 14

- (ii) All other registrations owned by Sellers, their affiliates or their principals for any of the above trademarks, in any other jurisdiction, in any trademark class.
- (iii) All common law rights for the "Mishka" and "Mishka NYC" trademarks in English in Class 25 in the U.S. and other countries throughout the world.
- (iv) The following domain name address: www.Mishkanyc.com, and any other domain names Sellers, their Affiliates and principals possess that use the word "Mishka" (the "Domain Names")
- (iv) The email address "mishkanyc.com"
- (v) The website, operated under the Domain Names and pass code therefor.