

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quigig Inc.		09/13/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Crypto Investments Ltd.		
Street Address:	858 Zenway Blvd.		
Internal Address:	Attn: Paul Bilzerian		
City:	Frigate Bay		
State/Country:	SAINT KITTS AND NEVIS		
Entity Type:	private exempt company limited by shares: SAINT KITTS AND NEVIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5550937	Q	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125246051		
Email:	trademarks@mkwllp.com		
Correspondent Name:	David Steiner		
Address Line 1:	15 W 26th St 7th Fl		
Address Line 2:	Mauriel Kapouytian Woods LLP		
Address Line 4:	New York, NEW YORK 10010		
NAME OF SUBMITTER:	David Steiner		
SIGNATURE:	/David Steiner/		
DATE SIGNED:	09/22/2018		
Total Attachments: 3			
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SCHEDULE B

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of September 13, 2018 ("Effective Date") by and between Quigig Inc., a Texas corporation ("Assignor") and Crypto Investments Ltd., an exempt company established under the laws of the Federation of Saint Christopher and Nevis ("Assignee", each of Assignor and Assignee a "Party," and collectively, the "Parties"), the acquirer of certain assets of Assignor pursuant to an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes 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 receipt and sufficiency of which is hereby established, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Assignment. Subject to and effective immediately upon Assignor's receipt of the Purchase Price (as defined in the Asset Purchase Agreement), Assignor irrevocably and unconditionally assigns to Assignee, all of Assignor's right, title, and interest in and to the Marks throughout the world, together with the goodwill symbolized by the Marks. 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.

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.** The interpretation and enforceability of this Agreement and the rights and liabilities of the Parties under this Agreement will be governed by the laws of the State of New York without giving effect to its conflicts of laws rules to the extent they would result in the application of the law of another jurisdiction.

(d) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in accordance with Section 8(f) of the Asset Purchase Agreement. Judgment on the award may be entered in any court having jurisdiction.

(e) **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, that provision will be enforced to the fullest extent permitted by applicable law, and the remainder of the Agreement will remain in full force and effect.

(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 Asset Purchase Agreement, constitutes the entire agreement between the Parties and supersedes all prior oral and written negotiations, communications, discussions, and correspondence pertaining to the subject matter of this Agreement.

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.

QUIGIG INC.

CRYPTO INVESTMENTS LTD.

By: <u>MIR EMAD NOVSANI</u>	By: <u>Olivier JAMMONO</u>
Name: <u>DR. MIR EMAD NOVSANI</u>	Name: <u>[Signature]</u>
Title: <u>CEO</u>	Title: <u>Director</u>

EXHIBIT 1

Seller's word mark comprising the letter Q standing alone, and the associated design mark comprising the stylized letter Q shown below, including without limitation, U.S. Reg. No. 5550937 and any associated common law rights:

