

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507863

<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>
Hystrix Agency Limited		01/18/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Misterico limited		
<b>Street Address:</b>	367, 28 October Street		
<b>Internal Address:</b>	Mediterranean Court 1st Floor, Flat A5		
<b>City:</b>	Limassol		
<b>State/Country:</b>	CYPRUS		
<b>Postal Code:</b>	3107		
<b>Entity Type:</b>	Limited Liability Company: CYPRUS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87812037	HOLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	andre.parkhomenko@gmail.com		
<b>Correspondent Name:</b>	Andrii Parkhomenko		
<b>Address Line 1:</b>	367, 28 October Street,		
<b>Address Line 2:</b>	Mediterranean Court 1st Floor, Flat A		
<b>Address Line 4:</b>	Limassol, CYPRUS 3107		
<b>NAME OF SUBMITTER:</b>	Vladimir Khrobostov		
<b>SIGNATURE:</b>	/Vladimir Khrobostov/		
<b>DATE SIGNED:</b>	01/30/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment of Trademark (the "Assignment") is made and entered on 18<sup>th</sup> January 2019, (the "Effective Date"), by and between

### **Hystrix Agency Limited**

Unit F, 11/F, CNT Tower, 338 Hennessy Road, Wan Chai, Hong Kong Incorporation number 2391081 dated 16.06.2016 TIN 66303325 v (the "Assignor")

and

**Misterico limited**, which registered address is: 367, 28 October Street, Mediterranean Court 1st Floor, Flat A5, 3107 Limassol, Cyprus Company Incorporation No HE354720 (the "Assignee") (collectively referred to as the "Parties").

WHEREAS, the Assignor is the owner of the trademarks, as described in Exhibit A attached hereto and incorporated by reference herein (the "Trademarks");

and

WHEREAS, Assignor wishes to assign his rights in the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

### **1. ASSIGNMENT**

For and in valuable consideration, the sufficiency of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee all of Assignor's title and interest in and to the Trademarks, together with:

- 1) the goodwill of the business relating to the products and services on which the Trademarks are used and for which the applications for registration were filed;
- 2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and
- 3) all rights to sue for past, present and future infringement or misappropriations of the marks.

### **2. CONSIDERATION**

In consideration for the assignment set forth in Section 1 of the Agreement, the Assignor shall pay the Assignee the sum of 1000 US dollar, payable within 60 days after the Agreement has been signed by the Parties.

### **3. ASSIGNOR'S REPRESENTATIONS**

The Assignor hereby represents and warrants:

- 1) that the Assignor is the exclusive owner of the Trademarks;
- 3) that the Assignor has the power to enter into this Assignment;
- 4) that to the best of the Assignor's knowledge, as of the Effective Date the Trademarks do not infringe the rights of any other person or entity;
- 5) that to the best of the Assignor's knowledge, as of the Effective Date the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim, and
- 6) that Assignor has made a good faith effort to use the Trademarks in a way which would permit registration, and that the Trademarks have not been abandoned by the Assignor.

### **3. ASSIGNEE'S REPRESENTATIONS**

The Assignee hereby represents and warrants:

- 1) that the Assignee is a company duly registered and validly existing under the laws of the Republic of Cyprus.
- 2) that the Assignee has full right, power, authority and capacity and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
- 3) once this Agreement has been duly executed by both Parties, the Assignee will record the ownership transfer (assignment) with the USPTO, through the Electronic Trademark Assignment System (ETAS).

### **4. CONTINUING OBLIGATIONS**

The Parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

The Assignor agrees to assist the Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

The Assignor agrees not to use or make any efforts to use the assigned Trademarks in the future after the assignment is made effective.

### **5. BINDING EFFECT**

The covenants and conditions contained in this Assignment shall be binding on the Assignor and the Assignee and on those who succeed to the interest of the Assignor and the Assignee by law, by approved assignment or by transfer.

## **6. GOVERNING LAW**

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, United States.

Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.

## **7. OTHER PROVISIONS**

Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

If any term, provision or condition of this Agreement shall be held in court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

The terms and conditions of this Agreement can be amended only by a writing signed by both Parties.

## **8. ENTIRE AGREEMENT**

The Parties agree that this Agreement, including the attached Exhibit A, constitutes the complete and exclusive statement of the terms and conditions between them covering the performance of the Agreement. Any representation, warranty or condition, written or otherwise, not expressly contained in this Agreement or in an authorized written amendment thereto shall not be enforceable by either Party. Each of the Parties acknowledges that it has not been induced to enter into this Agreement by any representations not specifically stated herein. This Agreement supercedes all expressly inconsistent representations, whether oral or written, of the Parties pertaining to the subject matter of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment.

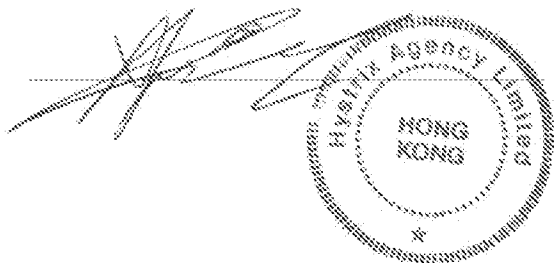
**ASSIGNOR:**

**ASSIGNEE:**

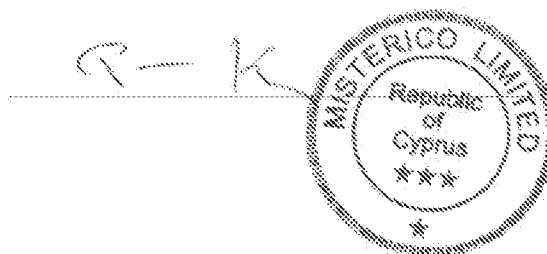
Hystrix Agency Limited  
Unit F, 11/E, CNT Tower, 338 Hennessy  
Road, Wan Chai, Hong Kong  
Account LV96RTMB0000646806092  
JSC "Rietumu Bank"  
S.W.I.F.T. RTMBLV2X  
Incorporation number 2391081 TIN  
66303325

Misterico limited  
Address: 367, 28 October Street, Mediterranean  
Court 1st Floor, Flat A5, 3107 Limassol, Cyprus  
Company Incorporation No HE354720  
Account LV87RTMB0000647806033  
JSC "Rietumu Bank"  
S.W.I.F.T. RTMBLV2X

Director Vladimir Khrobustov



Director Savvas Teklos



**EXHIBIT A**

**DESCRIPTION OF TRADEMARKS**

**1) TRADEMARK 1**

Word Mark:	HOLE
Status:	Registered

Status Date:	December 25, 2018
Serial Number:	87812037
Filing Date:	Feb. 27, 2018
Goods and Services:	INTERNATIONAL CLASS: 045 IDENTIFICATION: Dating agency services; Dating services; Dating services provided via mobile application; Dating services, namely, providing an on-line computer database featuring single people interested in meeting other single people; Computer dating services; Internet based social networking, introduction, and dating services; Internet-based dating, social introduction and social networking services; Video dating services; Web site services featuring on-line dating club
Type Of Mark:	Service Mark
Mark Drawing Type:	Standard Character Mark

**ASSIGNOR:**

Hystrix Agency Limited  
Unit F, 11/F, CNT Tower, 338 Hennessy  
Road, Wan Chai, Hong Kong  
Incorporation number 2391081 TIN  
66303325  
Director Vladimir Khrobostov

**ASSIGNEE:**

Misterico limited  
Address: 367, 28 October Street, Mediterranean  
Court 1st Floor, Flat A5, 3107 Limassol, Cyprus  
Company Incorporation No HE354720  
Director Savvas Tekios

