

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Streamline East Limited		08/06/2019	Corporation: HONG KONG
RECEIVING PARTY DATA			
Name:	Streamline Media Group, Inc.		
Street Address:	410 South Rampart Boulevard, Suite 390		
City:	LAS VEGAS		
State/Country:	NEVADA		
Postal Code:	89145		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3989354	STREAMLINE STUDIOS	
Registration Number:	5327995	STREAMLINE STUDIOS	
Registration Number:	3906150	STREAMLINE STUDIOS	
Registration Number:	5327992	STREAMLINE	
Registration Number:	5327993	STREAMLINE STUDIOS	
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:	415-699-8590		
Email:	legal@streamline-mediagroup.com		
Correspondent Name:	Anais Jansen-Fernandez		
Address Line 1:	410 South Rampart Boulevard, suite 390		
Address Line 4:	LAS VEGAS, NEVADA 89145		
NAME OF SUBMITTER:	Anais Jansen-Fernandez		
SIGNATURE:	/AJansen/		
DATE SIGNED:	08/06/2019		
Total Attachments: 4			
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Trademark Assignment Deed

This Trademark Assignment (hereafter referred to as the "**Assignment**") is made and entered into on August 6, 2019 (the "**Effective Date**") by and between the following parties:

- (1) Streamline East Limited, a Hong Kong, PRC, corporation having its principal place of business at Room 17-18, 10/F Landmark North, 39 Lung Sum Ave., Sheung Shui, N.T., Hong Kong (**Assignor**); and
- (2) Streamline Media Group, Inc., a Delaware Corporation having its principal place of business at 410 South Rampart Boulevard, Suite 390, Las Vegas, NV 89145, USA (**Assignee**)

(each of the Assignor and the Assignee being a **party** and together the Assignor and the Assignee are the **parties**).

BACKGROUND

- A The Assignor is the registered owner of certain trademarks set forth in Exhibit A (collectively referred to as the "**Trademarks**").
- B The Assignee desires to acquire the Assignor's rights, title, and interest to the Trademarks; and
- C The Assignor agrees to assign its rights, title, and interest in those Trademarks to the Assignee and the Assignee has agreed to accept the assignment in accordance with the terms of this Assignment.

THIS DEED PROVIDES:

1 Assignment

- 1.1 Effective as of the Effective Date of this Assignment, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor, intending to be legally bound, does hereby sell, assign and transfer to the Assignee the entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in the Trademarks, including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breached related to the Trademarks, the right to renew any registrations, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by the Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
- 1.2 The Assignor authorises applicable jurisdiction to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignor's entire right, title and interest therein.
- 1.3 Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers,

including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the trademarks and any and all applications and registrations for the Trademarks.

2 Warranties

2.1 The Assignor warrants and represents that:

2.1.1 the Assignor has the right, power and authority to enter into this Assignment and to assign to the Assignee the rights contemplated in this Assignment;

2.1.2 the Assignor is the sole registered proprietor of the registered Trademarks;

2.1.3 the Trademarks are valid and subsisting and are not subject to any claims, proceedings, challenges or litigation (whether actual, pending or threatened) in relation to the ownership, use or validity of the Trademarks and do not infringe any rights of any third party;

3 Entire agreement

3.1 The parties agree that this Assignment, including Exhibit A, constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

4 Notices

4.1 Any notice, request or other communication between the parties shall be given in writing and shall be deemed given on the earlier of the date (i) actually received and acknowledged, (ii) three (3) days after mailing by certified or registered mail, return receipt requested, postage prepaid, or (iii) immediately following its deliver, evidenced by receipt, to any reputable overnight carrier or transmission via facsimile, in each case addressed to the intended recipient at its address (or facsimile transmission number) set forth herein.

5 Variation

No variation of this Assignment shall be valid or effective unless it is in writing, refers to this Assignment and is duly signed or executed by, or on behalf of, each party.

6 Severance

If any provision of this Assignment (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Assignment shall not be affected.

7 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Assignment shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Assignment shall prevent any future exercise of it or the exercise of any other right, power or remedy.

8 Third party rights

No one other than a party to this Assignment, their successors and permitted assignees shall have any right to enforce any of its provisions.

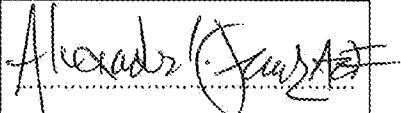

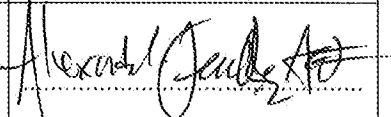

9 Governing law

This Assignment, including, without limitation, the performance and enforceability hereof, shall be governed by and construed in accordance with the laws of the State of Nevada without reference to the principles of conflicts of law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Clark County and waive any objection on the grounds of venue or forum of convenience or any similar ground. Jurisdiction

10 Counterparts

10.1 This Assignment may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same deed.




EXECUTED as a deed by the parties and delivered on the date set out at the head of this Deed.

Executed as a deed by Streamline East Limited acting by Alexander L. Fernandez, CEO	 [signature of director]
 [signature of witness]	
Martyna Ruskyte	
KI Gateway Residency, Jalan Kerinchi, 59200, Kuala Lumpur, Malaysia	
Executed as a deed by Streamline Media Group, Inc. acting by Alexander L. Fernandez, CEO	 [signature of director]
 [signature of witness]	
Martyna Ruskyte	
KI Gateway Residency, Jalan Kerinchi, 59200, Kuala Lumpur, Malaysia	

**EXHIBIT A
TRADEMARKS**

The Trademarks comprise the following:

1 Registered Trade Marks

Description or approved form of trade mark	Registration number	Date of registration	Territory in which registration is effective	Classes of goods/services
Streamline Studios and Design 	3989354	05.07.2011	USA	41, 42
Streamline Studios and Design 	5327995	07.11.2017	USA	41, 42
Streamline Studios and Design 	3906150	18.01.2011	USA	41,42
STREAMLINE (Wordmark)	5327992	07.11.2019	USA	41, 42
STREAMLINE STUDIOS (Wordmark)	5327993	07.11.2017	USA	9, 41, 42