OF \$40.00 5593833

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM577269

SUBMISSION TYPE: NEV	WASSIGNMENT
NATURE OF CONVEYANCE: ASS	SIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TESUTO LLC		05/19/2020	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	TESUTO INC.	
Street Address:	17368 W. Sunset boulevard #105a	
City:	Pacific Palisades	
State/Country:	CALIFORNIA	
Postal Code:	90272	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5593833	TESUTO

CORRESPONDENCE DATA

Fax Number:

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: 4242500051
Email: arman@ak-ip.com
Correspondent Name: Arman Katiraei
Address Line 1: P.O. Box 260903

Address Line 4: Encino, CALIFORNIA 91426

NAME OF SUBMITTER:	Arman Katiraei
SIGNATURE:	/Arman Katiraei/
DATE SIGNED:	05/20/2020

Total Attachments: 2

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> TRADEMARK REEL: 006942 FRAME: 0932

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Tesuto LLC, a California limited liability company with a place of business at 17368 W. Sunset Boulevard #105A Pacific Palisades, California 90272 (the "Assignor") and Tesuto Inc., a corporation formed in accordance with the laws of Delaware (the "Assignee") with a place of business at 17368 W. Sunset Boulevard #105A Pacific Palisades, California 90272.

WHEREAS, Assignor is the owner of all right, title and interest in and to trademark registration 5,593,833 for the standard character mark "TESUTO" with a registration date of October 30, 2018, together with the goodwill of the business connected with and symbolized by trademark registration 5,593,833; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to trademark registration 5,593,833.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby assigns, sells and transfers to Assignee the entire right, title and interest in and to trademark registration 5,593,833, including, but not limited to: (i) all registration rights with respect to trademark registration 5,593,833, (ii) any rights to prepare derivative marks, (iii) any goodwill related to trademark registration 5,593,833, and (iv) all income, royalties or claims relating to trademark registration 5,593,833 due or payable on or after the date of this Assignment in the United States and all jurisdictions outside the United States, the same to be held and enjoyed by 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.

Assignor represents and warrants (i) that Assignor is the exclusive owner of trademark registration 5,593,833, (ii) that Assignor possesses all rights, title and interest in and to trademark registration 5,593,833, (iii) that Assignor has the power to enter into this Assignment, and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of trademark registration 5,593,833 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to

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further execute any documents or take any reasonable action necessary to effect, secure, and complete this assignment or to confirm Assignee's ownership of trademark registration 5,593,833.

The covenants and conditions contained in this Assignment shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR

By: <u>Hossein Lotfi</u>

Title: Managing Member of Tesuto LLC

May 19, 2020

ASSIGNEE

By: Hossein Lotfi

Title: Chief Executive Officer of Tesuto/Inc.

May 1[']9, 2020