

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leone Media Inc.		10/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MK Systems USA Inc.		
Street Address:	3001 Dallas Parkway		
Internal Address:	Suite 300		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87803352	MEDIAFIRST	
CORRESPONDENCE DATA			
Fax Number:	2149993623		
<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:	2149994487		
Email:	jfulmer@foley.com		
Correspondent Name:	Foley & Lardner/Jason R. Fulmer		
Address Line 1:	2021 McKinney Ave., Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	123138-3004		
NAME OF SUBMITTER:	Jason R. Fulmer		
SIGNATURE:	/Jason R. Fulmer/		
DATE SIGNED:	11/03/2020		
Total Attachments: 5			
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OP \$40.00 87803352

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”), effective October 22, 2020 (the “*Effective Date*”) is by and between **LEONE MEDIA INC.**, a corporation organized and existing under the laws of the State of Delaware, USA, having a business address of 251 Little Falls Drive, Wilmington, Delaware 19808 (“*Assignor*”) and **MK SYSTEMS USA INC.** a corporation organized and existing under the laws of the State of Delaware, USA having a business address of 3001 Dallas Parkway, Ste. 300, Frisco, Texas 75034 (“*Assignee*”). Assignor and Assignee are collectively referenced herein as the “*Parties*”.

RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark, and corresponding trademark application set forth on **Schedule A** attached hereto and incorporated by reference, together with all goodwill associated therewith (collectively, the “*Assigned Trademark*”); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Assigned Trademark and all goodwill associated therewith, to Assignee, and Assignee desires to acquire all of Assignor’s rights, title and interest in, to, and under the Assigned Trademark, pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, for the recited consideration of \$1 United States dollar (US\$1), and for other good and other valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. ASSIGNMENT.

Assignor hereby assigns, transfers, conveys and delivers to Assignee, all of Assignor’s rights, title and interest in, to, and under (i) the Assigned Trademark together with the goodwill associated therewith, and (ii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to any of the foregoing, and in and to all causes of action, either in law or in equity for past, present or future infringement of any of the foregoing, and in and to all rights corresponding to the foregoing throughout the world. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee accepts the above-referenced assignment, transfer, conveyance and delivery of the Assigned Trademark.

2. AUTHORIZATION.

Assignor hereby expressly authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, to: (A) issue any and all trademark registrations which may be granted upon the Assigned Trademark in the name of Assignee, as the assignee to Assignor’s interest therein; and (B) record Assignee as the assignee of the Assigned Trademark, to record this Assignment, and to deliver to Assignee, and to Assignee’s attorneys, agents,

successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. FURTHER ASSURANCES.

Each party hereby agrees to execute and deliver to the other party all necessary documents and take all necessary actions reasonably requested by such party from time to time to confirm or effect the transfers set forth in this Assignment, or otherwise to carry out the purposes of this Assignment, including, without limitation, by providing executed originals of short-form assignment agreements for filing or otherwise evidencing the assignments set forth in this Assignment with the USPTO; provided, however, that nothing contained herein shall obligate Assignor to incur any out-of-pocket cost or pay any expense in connection therewith.

4. COUNTERPARTS.

This Assignment may be executed by facsimile signature in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the Effective Date.

[Signatures follow]

ASSIGNOR:

ASSIGNEE:

LEONE MEDIA INC.

MK SYSTEMS USA INC.

By: 

Renuka Drummond
Chief Legal Officer

By: _____
Misty Kawecki
Chief Financial Officer

Date: _____

Date: _____

ASSIGNOR:

ASSIGNEE:

LEONE MEDIA INC.

MK SYSTEMS USA INC.

By: _____
Renuka Drummond
Chief Legal Officer

By:  _____
Misty Kawecki
Chief Financial Officer

Date: _____

Date: _____

Schedule A

Jurisdiction	Trademark	Classes	Application No.	Application Date	Registration No.	Registration Date	Status	Foley Ref.
U.S.	MEDIAFIRST	09, 38, 41, 42	87/803352	Feb-20-2018	TBD	TBD	Pending	123138-3004