

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aku, INC		04/28/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Bizzy Studios, LLC		
Street Address:	11201 Lakeshore Dr		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46033		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90545876		
Serial Number:	90667761		
Serial Number:	90667620	AKU DREAMS	
Serial Number:	90667719		
Serial Number:	90667600	AKU WORLD	
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>			
Email:	operativoarg@vivancoyvivanco.com		
Correspondent Name:	Luis Esquivel		
Address Line 1:	2100 Ponce de Leon Blvs, Suite 850		
Address Line 4:	Coral Gables, FLORIDA 33134		
NAME OF SUBMITTER:	Luis Esquivel		
SIGNATURE:	/lesquivel/		
DATE SIGNED:	09/08/2021		
Total Attachments: 12			
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Ref. Ext.: TM TRANSFER
Ref. Int.: PPAC No. 003029-0001

TRADEMARK ASSIGNMENT AGREEMENT

The Assignment Agreement (the "AGREEMENT") is entered into by and between AKU, INC. (the "ASSIGNOR"), having their principal address located at 5301 Winston Dr., Indianapolis, Indiana, 46226, and BIZZY STUDIOS, LLC. (the "ASSIGNEE"), having their principal address located at 11201 Lakeshore Dr E, Carmel, Indiana 48033, both of whom agree to be bound by this AGREEMENT, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnessed:

RECITALS:

WHEREAS the ASSIGNOR is the sole and rightful owner of certain trademarks applications for registration (collectively referred to as the TRADEMARKS) set forth in Exhibit A attached hereto;

and WHEREAS the ASSIGNEE desires to obtain ownership and all rights regarding the TRADEMARKS,

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.-

The ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE all of its right, title, and interest in and to 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 and symbolized by the TRADEMARKS (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the TRADEMARKS, the right to renew any registrations included in the TRADEMARKS, the right to apply for trademark registrations 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 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.

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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.

The ASSIGNOR is obliged to stop using the distinctive marks subject of this contract for any public or private act, from the date of the signing of this instrument.

2. WARRANTIES.-

ASSIGNOR warrants that ASSIGNOR is the legal owner of all right, title, and interest in the TRADEMARKS, that the TRADEMARKS have not been previously pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

3. PRICE.-

The ASSIGNOR expressly declares to be in agreement with this cession of rights on the distinctive marks, which is free of charge, reason why, the ASSIGNEE, does not contract any economic obligation to the ASSIGNOR, for the transfer concept discussed here.

The ASSIGNOR hereby expressly established that will not have anything to claim for fair price to the ASSIGNEE, for the cession of the distinctive marks detailed in the second clause of this contract.

Payment of any subsequent Fees will be made by wire transfer or any other mutually agreed method.

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4. ACCEPTANCE.-

The ASSIGNEE indicates to know and accept the terms of this contract, expressly declaring its acceptance of the transfer detailed in clause three of this instrument.

At the same time, the ASSIGNOR expressly declares that, on the distinctive marks subject matter of the present transfer of rights, there is no encumbrance whatsoever, nor hidden defects, nevertheless, the ASSIGNOR has an obligation to deliver the property free from any encumbrances and hidden effects, as the case may be.

The ASSIGNEE for its part, declares to receive to her entire satisfaction the goods transferred on her behalf by the present instrument.

5. TAXES.-

The parties agree that all taxes and other fees generated as a result of this transfer shall be borne by the ASSIGNEE.

6. CONFIDENTIALITY.-

During the Term and for 2 years thereafter, neither party shall disclose any terms or pricing contained in this AGREEMENT or any confidential or proprietary information disclosed by the other party. Confidential information shall remain the property of the disclosing party and shall be labeled as either "Confidential" or "Proprietary."

All information concerning either parties' traffic distribution, pricing, customer lists, network maps, and financial information is hereby deemed to be Confidential and Proprietary regardless of whether it is marked.

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Confidential or Proprietary Information may not be disclosed to any person or entity except for the recipient's employees, contractors, consultants, lenders and/or financial advisors who have a need to know and who are bound in writing to protect the information from unauthorized use or disclosure.

The term "Confidential Information" does not include any information which: (i) was already known by the receiving party free of any obligation to keep it Confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third person without knowledge of any Confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this AGREEMENT; or (v) is approved for release by written authorization of the disclosing party.

Further, the recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order. The recipient, however, shall take all reasonable steps to give the disclosing party sufficient prior notice to contest such request, requirement or order. Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed upon request of the disclosing party.

The recipient shall use the Confidential Information only for the purposes of this AGREEMENT and shall protect it from disclosure using the same degree of care used to protect its own Confidential or Proprietary Information, but in no event less than a reasonable degree of care.

Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this AGREEMENT and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

No license is granted by either party to the other with respect the Confidential Information. Nothing in this AGREEMENT shall be construed to grant to either party any ownership or other

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interest, in the Confidential Information, except as may be provided under a license specifically applicable to such Confidential Information.

7. ENTIRE AGREEMENT.-

The terms and conditions of this AGREEMENT shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede all prior, written or oral agreements, proposals or understandings. This AGREEMENT shall not be modified, altered, changed or amended in any respect, except by a writing signed by an authorized representative of each party.

No waiver of rights under this AGREEMENT by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

If any provision of this AGREEMENT, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this AGREEMENT and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.

8. ASSOCIATION.-

This AGREEMENT does not create any agency, partnership, joint venture or franchise relationship. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

All notices, including, but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must, unless otherwise indicated herein, be in writing and will be deemed given: (i) when delivered in person, (ii) one business day after deposit with an overnight delivery service for next day delivery, or (iii) 3 business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient party at the address set out herein, or to which the party successfully delivered previous notices.

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9. CHOICE OF LAW.-

This AGREEMENT, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this AGREEMENT, or the negotiation, execution or performance of this AGREEMENT (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this AGREEMENT or as an inducement to enter into this AGREEMENT), shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, including its statutes of limitations.

10. GENERAL INDEMNITY.-

The parties agree to indemnify, defend, and hold each other, their officers, directors, agents, and employees harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of the party, its officers, directors, agents, employees, and subcontractors, during the performance of this AGREEMENT, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) violation of any law or regulation; (c) Viruses; or, (d) breaches of any representations made under this AGREEMENT.

11. PROPRIETARY RIGHTS INDEMNIFICATION.-

The parties agree to indemnify, defend, and hold the other Party harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any indemnitee, arising out of a claim that the intellectual property rights referred in the

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AGREEMENT infringes or misappropriates any United States or foreign patent, copyright, trade secret, trademark, or other proprietary rights.

In no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages.

12. DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this AGREEMENT, or with respect to the performance of either party hereunder, both will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within five (5) working days. During the course of these non-judicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures.

The Representatives may mutually agree to appoint a neutral advisor to facilitate negotiations and, if requested by both parties, to render non-binding opinions. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following initiation of negotiations under this Section or for such shorter period as the parties may mutually agree to in writing. Either party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.

13. COOPERATION.-

Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this AGREEMENT, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available,

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as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each Party may properly accomplish its obligations and responsibilities hereunder.

14. FORCE MAJEURE.-

Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control

15. REPRESENTATION.-

Each of ASSIGNOR and ASSIGNEE represent and warrant that:

- it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this AGREEMENT;
- the execution, delivery, and performance of this AGREEMENT has been duly authorized by it and this AGREEMENT constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this AGREEMENT and shall obtain all applicable permits and licenses required of it in connection with its obligations under this AGREEMENT; and,

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- there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this AGREEMENT

16. ANTI-CORRUPTION.-

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this AGREEMENT. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

17. REGISTRATION.-

The ASSIGNOR expressly authorizes the ASSIGNEE to submit, with its sole signature, the request for transfer of the distinctive marks set forth in Exhibit A. Said transfer request must be presented before the competent national Offices of the jurisdictions detailed in the second clause of this instrument, after the date of the signing this contract.

The parties agree and authorize by this instrument, without prejudice to Legal professionals who have their independent authorizations or independent special powers, to: VIVANCO & VIVANCO CORPORATE SERVICES LLC, CLEMENTE J. VIVANCO, GUILLERMO CAMACHO, ANDRÉS ECHEVARRÍA, LUIS EDUARDO ESQUIVEL, MELISSA GUARDIA, JUAN JOSÉ VALERIO, DANIEL RICARDO MORENO DELGADO, MARJORIE DINAMARCA, & JAVIER IGNACIO BEDOYA DENEGRI, in order that with their sole signature, jointly or individually, they sign, on behalf of the contracting parties, the aforementioned transfer requests.

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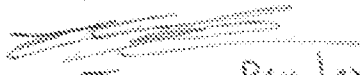


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The parties sign in TWO (2) copies of equal value and tenor.

Done and signed on April 28, 2021.


Tamaris Rey Lopez
Legal Representative

AKU, INC


Tamaris Rey Lopez
Legal Representative:

BIZZY STUDIOS, LLC

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EXHIBIT A.-

The ASSIGNOR has filed the distinctive trademark applications listed below:

#	Trademark	International Classes	Jurisdiction	Application Number
1	AKU LOGO (FIGURATIVE)	25, 41	China	53898836
2		25, 41	European Union	18409743
3		25, 41	United Kingdom	UK0000360136 1
4		25, 41	United States of America	90545876

#	Trademark	International Classes	Jurisdiction	Application Number
1	AKU BACKPACK (FIGURATIVE)	25, 41	China	55697372
2		25, 41	European Union	18460156
3		25, 41	United Kingdom	UK0000363261 5
4		25, 41	United States of America	90667781

#	Trademark	International Classes	Jurisdiction	Application Number
1	AKU DREAMS	25, 41	China	55711827
2		25, 41	European Union	18460155

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3		25, 41	United Kingdom	UK0000363146 2
4		25, 41	United States of America	90667620

#	Trademark	International Classes	Jurisdiction	Application Number
1	AKU HELMET (FIGURATIVE)	25, 41	China	55698895
2		25, 41	European Union	18460157
3		25, 41	United Kingdom	UK0000363261 8
4		25, 41	United States of America	90667719

#	Trademark	International Classes	Jurisdiction	Application Number
1	AKU WORLD	25, 41	China	55710756
2		25, 41	European Union	18460154
3		25, 41	United Kingdom	UK0000363146 7
4		25, 41	United States of America	90667600

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