

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Melesta IP Company Limited		12/22/2020	Company: CYPRUS
RECEIVING PARTY DATA			
Name:	Moon Active Ltd.		
Street Address:	7 Mikve Israel St.		
City:	Tel Aviv-Jaffa		
State/Country:	ISRAEL		
Postal Code:	6511506		
Entity Type:	Limited Company: ISRAEL		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6182889	COOKING FRIENDS	
Registration Number:	6208659	FAMILY ISLAND	
Registration Number:	6192719	FAMILY ISLAND	
Registration Number:	6182908	MYPIZZA RESTAURANT	
Registration Number:	6182907	MYPIZZA RESTAURANT	
Registration Number:	6182890	COOKING FRIENDS	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	3108836400		
Email:	trademarks@cooley.com		
Correspondent Name:	Bobby A. Ghajar		
Address Line 1:	1299 Pennsylvania Avenue, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	340634-20000		
DOMESTIC REPRESENTATIVE			
Name:	Cooley LLP		

CH \$165.00 6182889

Address Line 1: 1299 Pennsylvania Avenue, NW
Address Line 2: Suite 700
Address Line 4: Washington, D.C. 20004-2400

NAME OF SUBMITTER: Eunice Yu

SIGNATURE: /Eunice Yu/

DATE SIGNED: 09/24/2021

Total Attachments: 19
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DATED DECEMBER 22, 2020

MELESTA IP COMPANY LIMITED

and

MOON ACTIVE LTD.

ASSIGNMENT OF REGISTERED TRADE MARKS

This DEED is dated:

December 22, 2020

PARTIES:

- 1) **MELESTA IP COMPANY LIMITED**, a company incorporated in the Republic of Cyprus (registered number HE 401094) whose registered office is at 105 Agion Omologiton, Agioi Omologites, 1080, Nicosia, Cyprus (**Melesta**), and
- 2) **MOON ACTIVE LTD.**, a company incorporated in Israel (registration number 51-460463-6) whose registered office is at 7 Mikve Israel St., Tel Aviv-Jaffa 6511506, Israel (**Moon Active**)

(each a **party**, and together, the **parties**).

RECITALS:

- A. Pursuant to that certain Share Purchase Agreement, dated November 10, 2020 by and between Melesta Group Limited, Moon Active and the Vendors identified therein (the **SPA**), upon the Completion (as contemplated by the SPA) effective as of the date hereof Moon Active acquired all right, title and interest to all of the share capital of Melesta Group Limited, and accordingly, Melesta became an indirect wholly-owned subsidiary of Moon Active;
- B. Pursuant to an Asset Purchase Agreement between Melesta and Moon Active, dated as of the date hereof (the **APA**), the parties have agreed that Moon Active is to purchase and Melesta is to assign to Moon Active, certain assets of Melesta, including the Melesta Trade Marks (as defined below);
- C. Accordingly, this Deed has been entered into by the parties in the context of, and pursuant to, the aforementioned APA to assign the Melesta Trade Marks from Melesta to Moon Active.

AGREED TERMS:

1. **Definitions and interpretation**

- 1.1 In this Deed the following capitalized words and expressions shall have the following meanings:

APA has the meaning given to it in Recital B.

Deed means this deed of assignment, including the Recitals.

Effective Date means the date hereof.

Encumbrance means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

Intellectual Property Rights means:

- (a) rights to inventions, patents, plant variety rights or plant breeders' rights, and utility models, including any supplementary protection certificates or other extensions of any of the foregoing,
- (b) copyrights, neighbouring and related rights, and all rights in the nature of copyright including economic rights, authors' rights, moral rights and rights in the nature of moral rights and *droits moraux*, copyright in software, copyright in databases, rights of communication to the public (including by way of cable, satellite, internet broadcasting or otherwise), rental and lending rights, rights to issue copies to the public, public performance rights and "making available" rights,
- (c) trade marks and service marks, trade names, business names, corporate names and commercial signs, titles to works, geographical indications, registered designations of origin, traditional specialities guaranteed, rights in domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off and/or unfair competition,
- (d) rights in designs, industrial designs and industrial property, design patents, rights in aesthetic and functional designs, and topography of semiconductor products,
- (e) rights in computer software and rights in the nature of computer software,
- (f) rights in computer game, television and film formats, rules, functions and game mechanics,
- (g) rights in databases and rights in the nature of database rights,
- (h) rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets and traditional knowledge), and
- (i) all other intellectual property rights,

in each case whether in whole or in part, whether registered or unregistered and for the whole legal term of protection of such rights and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist, now or in the future, in any jurisdiction in any part of the world.

Melesta Trade Marks means all the registered trade marks owned by Melesta as of the Effective Date and pending applications for registered trade marks filed by Melesta as of the Effective Date, in each case including those set out with short particulars in the Schedule to this Deed.

- 1.2 References to Clauses and to the Schedule are to the clauses of and the schedule to this Deed.
- 1.3 Headings are inserted for convenience only and shall not affect the construction of this Deed.
- 1.4 References to persons shall be deemed to include natural persons, companies and other bodies corporate, unincorporated associations, partnerships, firms and government bodies, governments, states and any other organisations (whether or not in each case having separate legal personality).
- 1.5 The singular shall be deemed to include the plural and vice versa.

- 1.6 This Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 In this Deed words preceded by "including" or other similar phrases shall not be limited by such words or phrases and shall be deemed to be without limitation.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Deed. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Deed under that statute or statutory provision.

2. **Assignment and transfer**

- 2.1 To the maximum extent permissible under applicable law, with effect from the Effective Date and pursuant to the APA, Melesta hereby transfers and assigns to Moon Active absolutely, solely and exclusively, with full title guarantee and free from Encumbrances all its right, title and interest in and to the Melesta Trade Marks, in each case for the whole legal term of protection of such rights, including any renewals, reversions, extensions or revivals, and together with all related rights and powers arising or accrued, including:
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Melesta Trade Marks;
- 2.1.2 all goodwill, statutory, common law and equivalent rights and all other Intellectual Property Rights around the world attaching to, or subsisting in, the Melesta Trade Marks and that part of Melesta's business that relates to the goods and/or services in respect of which the Melesta Trade Marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and to obtain relief (and to retain any and all damages, account of profits, disgorgement, or other financial sums recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Melesta Trade Marks whether occurring at any time before, on, or after the date of this Deed.

3. **Further assurance**

- 3.1 Melesta shall, and shall use best endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving effect to Clause 2.1, including:
- 3.1.1 registration of Moon Active as proprietor, registrant or applicant (as applicable) of the Melesta Trade Marks, including signature of any local assignment documents, powers of attorney, office forms, office notices, certificates, declarations and application documents; and
- 3.1.2 assisting Moon Active in obtaining, defending and enforcing the Melesta Trade Marks, and assisting with any other proceedings which may be brought by or against Moon Active against or by any third party relating to the Melesta Trade Marks.

4. **General**

- 4.1 This Deed, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts of agreements relating to such subject matter.
- 4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Deed.
- 4.3 No variation of this Deed shall be effective unless made in writing and signed by each of the parties.
- 4.4 If any provision or part of a provision of this Deed shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Deed, all of which shall remain in full force and effect.
- 4.5 The rights and remedies provided in this Deed are cumulative and not exclusive of any rights and remedies provided by law or otherwise.
- 4.6 No breach by any party of any provision of this Deed shall be waived or discharged except with the express written consent of the other parties.
- 4.7 No failure or delay by any party in exercising any right, power or privilege under this Deed shall operate as a waiver of that right, power or privilege and no single or partial exercise by any party of any right, power or privilege shall preclude any further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 4.8 This Deed may be executed in one or more counterparts but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute the same instrument.
- 4.9 This Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Deed.
- 4.10 This Deed is drafted in the English language. The English language version of this Deed and any notice or other document provided under or in connection with this Deed, shall prevail if there is a conflict, except where the document is a constitutional, statutory or other official document.
- 4.11 This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
- 4.12 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

IN WITNESS WHEREOF, the parties hereto have executed this document as a deed and delivered it as of the date first written above.

Executed as a deed by MELESTA IP COMPANY LIMITED, acting by

a director, in the presence of:

First witness name: MARIA IACOVOU

Address: 11 ATHINON 2222
LATSIA

Occupation: PRIVATE EMPLOYER

Second witness name: Andri Skoufavidou

Address: Gavgelis 10, Ap.304
1071 Nicosia

Occupation: Private employee.

Director

Andriela Yakanitsou

Executed as a deed by MOON ACTIVE LTD., acting by

a director, in the presence of:

First witness name:

Address:

Occupation:

Second witness name:

Address:

Occupation:

Director

[SIGNATURE PAGE TO ASSIGNMENT OF REGISTERED TRADE MARKS]

Executed as a deed by MELESTA IP COMPANY LIMITED, acting by)

) Director

a director, in the presence of:)

) First witness name:

) Address:

) Occupation:

) Second witness name:

) Address:

) Occupation:

Executed as a deed by MOON ACTIVE LTD., acting by) 

) Director

a director, in the presence of:)

) First witness name: Hadas Gazit

) Address: 23 Menachen Begim, Tel Aviv

) Occupation: CFO

) Second witness name: Yigal Deterer



) Address: 23 Menachen Begim, Tel Aviv

) Occupation: Lawyer








[SIGNATURE PAGE TO ASSIGNMENT OF REGISTERED TRADE MARKS]

Schedule
Melesta Trade Marks






Part A: Registered trademarks and pending trade mark applications




No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
1.	BELARUS		9, 42	20082993	5 Aug 2008	30241	
2.	BELARUS		9	20111685	21 Apr 2011	46417	
3.	BELARUS		9,35,42	20131916	30 Apr 2013	53687	
4.	CANADA		9, 16, 28, 41	1823647	20 Feb 2017	TMA1069411	
5.	CHINA	Family Island	16	38933120	18 Jun 2019	38933120	
6.	CHINA	Family Island	28	38934450	18 Jun 2019	38934450	

[Schedule – Melesta Trade Marks]






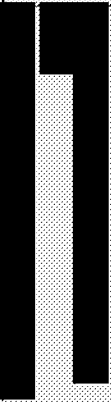
No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
7.	CHINA	 Family Island	9	38948197	18 Jun 2019	38948197	
8.	CHINA	 Family Island	41	38954866	18 Jun 2019	38954866	
9.	CHINA	 Family Island	16	38898371	17 Jun 2019	38898371	
10.	CHINA	 Family Island	28	38898380	17 Jun 2019	38898380	
11.	CHINA	 Family Island	41	38911270	17 Jun 2019	38911270	
12.	CHINA	 Family Island	9	38924678	17 Jun 2019	38924678	
13.	CHINA (designation)	 Family Island	9, 42	IR/1023760	13 Nov 2009	IR/1023760	
14.	CHINA	 我的咖啡厅	9	29535413	12 Mar 2018		

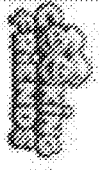





No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
		[MY CAFÉ in Chinese characters]					
15.	CHINA	我的咖啡厅 [MY CAFÉ in Chinese characters]	16	29535414	12 Mar 2018	29535414	
16.	CHINA	我的咖啡厅 [MY CAFÉ in Chinese characters]	28	29535415	12 Mar 2018	29535415	
17.	CHINA	家庭岛 [FAMILY ISLAND in Chinese characters]	9	42631165	27 Nov 2019	42631165	
18.	CHINA	家庭岛 [FAMILY ISLAND in Chinese characters]	41	42631166	27 Nov 2019	42631166	
19.	CHINA	 [FAMILY ISLAND device in Chinese characters]	9	43159079	18 Dec 2019	43159079	





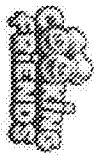
No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
20.	CHINA	 [FAMILY ISLAND device in Chinese characters]	41	43159102	18 Dec 2019	43159102	
21.	CHINA (designation)		9, 16, 28, 41	IR/1358726	17 Feb 2017	IR/1358726	
22.	CHINA	 [MYPIZZA RESTAURANT device in Chinese characters]	41	38127549	13 May 2019	38127549	
23.	CHINA	 [MYPIZZA RESTAURANT device in Chinese characters]	28	38131134	13 May 2019	38131134	
24.	CHINA	 [MYPIZZA RESTAURANT device in Chinese characters]	9	38134191	13 May 2019	38134191	

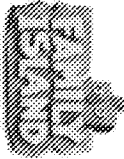



No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
25.	CHINA	 [MYPIZZA RESTAURANT device in Chinese characters]	16	38134217	13 May 2019	38134217	
26.	CHINA	COOKING CHALLENGE	9	46040563	6 May 2020	N/A	
27.	CHINA	COOKING CHALLENGE	41	46031492	6 May 2020	N/A	
28.	CHINA		9	45538937	April 17, 2020	45538937	
29.	CHINA		41	45534875	April 17, 2020	NA	
30.	CHINA	MY PIZZERIA	9	45534824	April 17, 2020	NA	
31.	CHINA		41	45538958	17 April 2020	45538958	

No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
		MY PIZZERIA					
32.	CHINA (designation)	TOY DEFENSE	9	IR/1315360	26 May 2016	IR/1315360	
33.	CZECH REPUBLIC (designation)		9, 42	IR/1023760	13 Nov 2009	IR/1023760	
34.	EUTM	COOKING FRIENDS	9, 41	018110013	16 Aug 2019	018110013	
35.	EUTM		9, 41	018110012	16 Aug 2019	018110012	
36.	EUTM	FAMILY ISLAND	9, 41	018110017	16 Aug 2019	018110017	
37.	EUTM		9, 41	018110009	16 Aug 2019	018110009	
38.	EUTM		9, 16, 28, 41	15758667	19 Aug 2016	15758667	
39.	EUTM	MYPIZZA RESTAURANT	9, 41	018111518	21 Aug 2019	018111518	

No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
40.	EUTM		9, 41	018111517	21 Aug 2019	018111517	
41.	EUTM		9, 41	018234232	04 May 2020	018234232	
42.	EUTM	MY PIZZERIA	9, 41	018234234	04 May 2020	018234234	
43.	EUTM	TOY DEFENSE	9	14835888	26 Nov 2015	14835888	
44.	FRANCE (designation)		9, 42	IR/1023760	13 Nov 2009	IR/1023760	
45.	GERMANY (designation)		9, 42	IR/1023760	13 Nov 2009	IR/1023760	
46.	ITALY (designation)		9, 42	IR/1023760	13 Nov 2009	IR/1023760	
47.	JAPAN (designation)	TOY DEFENSE	9	IR/1315360	26 May 2016	IR/1315360	
48.	JAPAN (designation)	COOKING FRIENDS	9, 41	IR/1522934	February 14, 2020	N/A	

No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
49.	JAPAN (designation)		9, 41	IR/1522924	February 14, 2020	N/A	[REDACTED]
50.	JAPAN (designation)	FAMILY ISLAND	9, 41	IR/1522867	February 14, 2020	N/A	[REDACTED]
51.	JAPAN (designation)		9, 41	IR/1548742	14 Feb 2020	N/A	[REDACTED]
52.	POLAND (designation)		9, 42	IR/1023760	13 Nov 2009	IR/1023760	
53.	REPUBLIC OF KOREA (SOUTH) (designation)		9, 16, 28, 41	IR/1358726	17 Feb 2017	IR/1358726	
54.	RUSSIAN FEDERATION		9	2008728968	9 Sep 2008	401404	
55.	RUSSIAN FEDERATION (designation)		9, 16, 28, 41	IR/1358726	17 Feb 2017	IR/1358726	
56.	RUSSIA (designation)	COOKING FRIENDS	9, 41	IR/1522934	February 14, 2020	N/A	[REDACTED]

No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
57.	RUSSIA (designation)		9, 41	IR/15222924	February 14, 2020	N/A90-	[REDACTED]
58.	RUSSIA (designation)	FAMILY ISLAND	9, 41	IR/15222867	February 14, 2020	N/A	[REDACTED]
59.	RUSSIA (designation)		9, 41	IR/1548742	February 14, 2020	N/A	[REDACTED]
60.	SPAIN (designation)		9, 42	IR/1023760	13 Nov 2009	IR/1023760	
61.	UNITED KINGDOM (designation)		9, 42	IR/1023760	13 Nov 2009	IR/1023760	
62.	UNITED STATES OF AMERICA	COOKING FRIENDS	9, 41	88/589953	23 Aug 2019	TM 2354	[REDACTED]
63.	UNITED STATES OF AMERICA		9, 41	88/589988	23 Aug 2019	TM2356	[REDACTED]
64.	UNITED STATES OF AMERICA	FAMILY ISLAND	9, 41	88/589963	23 Aug 2019		[REDACTED]

No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
65.	UNITED STATES OF AMERICA		9, 41	88/589972	23 Aug 2019		
66.	UNITED STATES OF AMERICA (designation)		9, 16, 28, 41	IR/1358726	17 Feb 2017	IR/1358726	
67.	UNITED STATES OF AMERICA		9, 16, 28, 41	79213633	17 Feb 2017	5705722	
68.	UNITED STATES OF AMERICA	MYPICHA RESTAURANT	9, 41	88/594717	27 Aug 2019	N/A	
69.	UNITED STATES OF AMERICA		9, 41	88/594648	27 Aug 2019	N/A	
70.	UNITED STATES OF AMERICA (designation)	TOY DEFENSE	9	IR/1315360	26 May 2016	IR/1315360	
71.	UNITED STATES OF AMERICA	TOY DEFENSE	9	79194536	26 May 2016	5283138	
72.	WIPO	TOY DEFENSE	9	IR/1315360	26 May 2016	1315360	

No.	Jurisdiction	Mark	Classes	Filing no.	Filing date	Registration no.	Status Notes
73.	WIPO		9,16,28,41	IR/1358726	17 Feb 2017	1358726	
74.	WIPO		9,42	IR/1023760	13 Nov 2009	IR/1023760	
75.	WIPO	COOKING FRIENDS	9,41	IR/1522934	14 Feb 2020	IR/1522934	
76.	WIPO		9,41	IR/1522924	Feb 14 2020	IR/1522924	
77.	WIPO	FAMILY ISLAND	9,41	IR/1522867	14 Feb 14 2020	IR/1522867	
78.	WIPO		9,41	IR/1548742	14 Feb 2020	IR/1548742	
79.	CHINA	我的咖啡厅 My Café in Chinese Characters.	9			25911515	
80.	CHINA	我的咖啡厅 My Café in Chinese characters.	9			36959348	

TRADEMARK

REEL: 007431 FRAME: 0469

RECORDED: 09/24/2021