

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FQS Holdings, LLC		03/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RSE Momo Holdings, LLC		
Street Address:	423 W. 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87361044	FUKU	
Registration Number:	5829975	FUKU	
Registration Number:	5801958		
Registration Number:	6222137		
Registration Number:	6454518	FUKU	
Serial Number:	90321050	FUKU	
Registration Number:	6454517	FUKU	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	80568-00005		
NAME OF SUBMITTER:	Stephanie Kann		

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SIGNATURE:	/stephanie kann/
DATE SIGNED:	03/31/2022
Total Attachments: 6 source=FQS Holdings LLC - Amendment No. 1 to TSA - FINAL 03-30-22#page1.tif source=FQS Holdings LLC - Amendment No. 1 to TSA - FINAL 03-30-22#page2.tif source=FQS Holdings LLC - Amendment No. 1 to TSA - FINAL 03-30-22#page3.tif source=FQS Holdings LLC - Amendment No. 1 to TSA - FINAL 03-30-22#page4.tif source=FQS Holdings LLC - Amendment No. 1 to TSA - FINAL 03-30-22#page5.tif source=FQS Holdings LLC - Amendment No. 1 to TSA - FINAL 03-30-22#page6.tif	

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Amendment No. 1 to Trademark Security Agreement, dated as of March 30, 2022 (the “**Amendment**”), between FQS Holdings, LLC (the “**Company**”) and RSE Momo Holdings, LLC (the “**Secured Party**” and together with the Company, the “**Parties**”, and each, a “**Party**”).

WHEREAS, the Parties have entered into a Trademark Security Agreement dated February 1, 2021 (the “**TSA**”); and

WHEREAS, the Parties desire to amend the TSA by replacing Schedule A thereto in its entirety with the Schedule A attached hereto on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the TSA.
2. Amendments to the TSA. As of the Effective Date (defined below), the TSA is hereby amended by replacing Schedule A thereto in its entirety with the Schedule A attached hereto.
3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the “**Effective Date**”). Except as expressly provided in this Amendment, all of the terms and provisions of the TSA are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the TSA or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the TSA to “this Agreement”, “the Agreement”, “hereunder”, “hereof”, “herein” or words of like import will mean and be a reference to the TSA as amended by this Amendment.
4. Miscellaneous.
 - (a) This Amendment is governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws provisions of such State.
 - (b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and permitted assigns.
 - (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
 - (d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of

an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

FQS HOLDINGS, LLC

By: Alex Munoz-Suarez
Name: Alex Munoz-Suarez
Title: Chief Executive Officer

RSE MOMO HOLDINGS, LLC

By: _____
Name: Matt Higgins
Title: CEO of its Managing Member

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

FQS HOLDINGS, LLC

By: _____
Name: Alex Munoz-Suarez
Title: Chief Executive Officer

RSE MOMO HOLDINGS, LLC

DocuSigned by:

By: _____
Name: Matt Higgins
Title: CEO of its Managing Member