

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INIZIO CAPITAL LLC		06/27/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	HANSONG HOLDING LIMITED		
Street Address:	RM 1403, WEST POWER SHUN TAK CENTRE		
Internal Address:	168 CONNAUGHT ROAD CENTRAL		
City:	HONG KONG		
State/Country:	HONG KONG		
Entity Type:	Limited Company: HONG KONG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5324167	FESTIVAL	
Registration Number:	5312146	A NEW PHILOSOPHY OF SOUND	
Registration Number:	5311757	ARENA	
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>			
Phone:	2125476694		
Email:	ychen@ambizlaw.com		
Correspondent Name:	Yong Chen		
Address Line 1:	40 Queens Street, PO Box 695		
Address Line 4:	SYOSSET, NEW YORK 11791		
NAME OF SUBMITTER:	Yong Chen		
SIGNATURE:	/Yong Chen/		
DATE SIGNED:	07/01/2022		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made on June [27], 2022 by and between

(i) Inizio Capital LLC, a Cayman Islands limited liability company (the "Company" or "Assignor");

(ii) HANSONG HOLDING LIMITED, a HONG KONG limited company ("Assignee"), having a business address at RM 1403, WEST POWER SHUN TAK CENTRE, 168 CONNAUGHT ROAD CENTRAL, HONG KONG.

BACKGROUND

(A) The Assignor is the owner of the Assigned Rights (as defined below).

(B) The Assignor wishes to assign and transfer, and the Assignee wishes to accept, all the Assignor's rights, title and interest in and to the Assigned Rights to the Assignor.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Assigned Rights: the Intellectual Property Rights specified in **Schedule A and Schedule B**, and Intellectual Property Rights related to, arising or derived from the items described in **Schedule A and Schedule B**.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill, the rights to sue for passing off or unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the 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 which subsist or will subsist now or in the future in any part of the world.

1.2 **Schedule A and Schedule B** form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes **Schedule A and Schedule B**.

1.3 Any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. ASSIGNMENT

In consideration the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to:

(a) the Assigned Rights; and

(b) the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

3. FURTHER ASSURANCE

3.1 The Assignor shall, at the request and cost of the Assignee, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents which the Assignee reasonably considers necessary to give full effect to this Assignment or to vest in the Assignee the full benefit of the Assigned Rights including registration of the Assignee as applicant or proprietor of the Assigned Rights.

3.2 The Assignor shall, at the request and cost of the Assignee, assist the Assignee with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Assigned Rights.

3.3 In order to secure the performance of the Assignor's obligations under this Assignment by way of security the Assignor irrevocably and unconditionally appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director, officer or the secretary of the Assignee that any instrument or act falls within the authority conferred by this Assignment shall be conclusive evidence that such is the case so far as any third party is concerned.

4. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. ENTIRE AGREEMENT AND AMENDMENT

5.1 This Assignment and the documents referred to or incorporated in it constitute the entire

agreement between the parties relating to the subject matter of this Assignment and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this Assignment.

- 5.2 Each of the parties acknowledges and agrees that it has not entered into this Assignment in reliance on any statement or representation of any person (whether a party to this Assignment or not) other than as expressly incorporated in this Assignment.
- 5.3 Each of the parties acknowledges and agrees that the only cause of action available to it under the terms of this Assignment and the documents referred to or incorporated in this Assignment shall be for breach of contract.
- 5.4 No amendment of this Assignment shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Assignment.

6. SEVERABILITY

The invalidity, illegality or unenforceability of any provisions of this Assignment shall not affect the continuation in force of the remainder of this Assignment.

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts each of which when executed and delivered by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same Assignment.

8. SUCCESSORS AND ASSIGNS

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

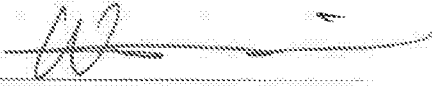
9. GOVERNING LAW

This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the laws of New York.

[Signature page(s) to follow; the remainder of this page is left blank intentionally]

Inizio Capital LLC, Assignor

Signed By: _____


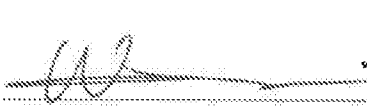


Name: Wang Bin, Helge Lykke Kristensen

Title: Director, Director

HANSONG HOLDING LIMITED, Assignee

Signed By: _____



Name: Wang Bin, Helge Lykke Kristensen

Title: Director, Director

[Schedule A and Schedule B are enclosed hereunder]

SCHEDULE A

Material Assets

- 1 All of inventories, parts and work-in-progress of Edwin the Duck product(EDW-001) of the Company (including such inventories, parts and work-in-progress covered by the Services Transaction, wherever they are located, whether under the possession of Hansong or the Company, or their respective agents),together with all of the Intellectual Property and similar rights and interests of the Company thereunder;
- 2 Current Edwin the Duck and Edwin for Baby (Squack 1.0) apps and the update thereof, together with all of Intellectual Property embedded therein, related thereto and derived or arising therefrom, including the source codes and data therefor for both Android and iOS and similar rights and interests of the Company thereunder;
- 3 All of the Intellectual Property right in the cartoon characters, IP image/figure design, character personality scripts, stories/scripts, songs, other audio tracks for animated content, including the original source codes related thereto. The cartoon characters shall include Edwin, Wingman, Ellie, Louis, Kate, Keely, Pooka, Kirk, Mac, Amy, Buff, Guillaume etc.;
- 4 All of the Intellectual Property right in technical design, including but limited to, the Squack technology description, Edwin the Duck product definition files, Edwin Duck IDIPacking>User Menu and other artwork designs, Most updated Hardware and Software design files, Cloud API definition and instruction guide;
- 5 Squack 2.0 (Alexa Gadget) Duck Product, together with all of the Intellectual Property and similar rights and interests of the Company thereunder;
- 6 The domain name: "EdwinTheDuck.com", together with all of the Intellectual Property and similar rights and interests of the Company thereunder;
- 7 Edwin and Wingman worldwide trademarks and copyrights, a list of which is set forth in Schedule 1 to this Agreement, together with all of the Intellectual Property and similar rights and interests of the Company thereunder
- 8 Thepilab.com URL and email addresses, together with all of the Intellectual Property and similar rights and interests of the Company thereunder;
- 9 Edwin The Duck social media accounts and all its existing contents (with www.facebook.com. Instagram. Twitter). together with all of the Intellectual Property and similar rights and interests of the Company thereunder.

SCHEDULE B

I. Patents

Patent No.	Issue Date	Country	Title
9,288,601	3/15/2016	US	Broad Sound Loudspeaker System
9,369,817	6/14/2016	US	Broad Sound Loudspeaker System
9,197,963	11/24/2015	US	Broad Sound Loudspeaker System
9,282,409	3/8/2016	US	Improved Bass Shaker Transducer
D743,937	11/24/2015	US	Loudspeaker
D828,821	8/31/2016	US	Loudspeaker System Design

II. Trademarks

Mark	Country	Trademark Reg. No.
EDWIN	US	4975014
SMART DUCK	US	5219660
EDWIN	Hong Kong	303538837
EDWIN	Canada	TMA971903
EDWIN	Europe (CTM)	015029465
WINGMAN	Europe (CTM)	015037682
WINGMEN (class 41)	US	5196650
WINGMEN (classes 9 and 41)	Europe	15569551
FESTIVAL	US	5324167
A NEW PHILOSOPHY OF SOUND	US	5312146
ARENA	US	5311757
WAND	US	5237345
TURBO SERIES BY RIVA	US	4735981
RIVA (with design)	US	4827529
RIVA (text)	US	4827528
TRILLIUM	US	4713076
RIVA	Canada	TMA908351
RIVA	Chile	1096734
RIVA (with design)	EU	011950995
WAND	EU	012134664
RIVA	EU	011836608
RIVA	Japan (Intl Reg)	1171224
RIVA	S. Korea (Intl Reg)	1171224
RIVA	Malaysia	2013010800
RIVA	Mexico	1602537
RIVA	Norway (Intl Reg)	1171224
RIVA	Panama	225455 01
RIVA	Russian Federation (Intl Reg)	1171224
RIVA	South Africa	2013/25888
RIVA	Switzerland (Intl Reg)	1171224
RIVA	Taiwan	01656472
RIVA	Thailand	171123514
RIVA	Venezuela	P346975

TRADEMARK

RECORDED: 07/01/2022

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