

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GVNG Technology Inc.		04/12/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Random Walk Investments LLC		
Street Address:	2451 Chislehurst Place		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90027		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5397602	PHILTECH	
CORRESPONDENCE DATA			
Fax Number:	8664015985		
<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:	650-549-5298		
Email:	liz@olinerlaw.com		
Correspondent Name:	Elizabeth Oliner; Oliner Law		
Address Line 1:	345 Grove Street, 2nd Floor		
Address Line 4:	San Francisco, CALIFORNIA 94102		
NAME OF SUBMITTER:	Elizabeth J. Oliner, Esq.		
SIGNATURE:	/ejo/		
DATE SIGNED:	07/08/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment and Perpetual License Agreement (the “Agreement”) is entered into on 4/12/2022 (the “Effective Date”) between GVNG Technology Inc., a United States company with its principal office at 3145 Geary Blvd Ste 522, San Francisco, CA 94118 (“Assignor”) and Random Walk Investments LLC, a United States company with its principal office at 2541 Chislehurst Place, Los Angeles CA 90027 (“Assignee”).

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and under the name and mark “PhilTech” and all applications and registrations therefor, including those set forth on Exhibit A, and all other worldwide and common law rights therein (the “Trademarks” and collectively with the Domain and the Accounts, the “Assigned Assets”), together with the goodwill of the business symbolized by and associated with the Assigned Assets. Assignor further waives all claims it has to the Assigned Assets, aside from the rights related to the License granted by the Assignee to Assignor as detailed in section 2 below.

2. License. Subject to successful Closing of Assignment, including provisions related to Consideration and Transfer below, Assignee grants to the Assignor a perpetual, irrevocable, worldwide, royalty-free license use of the Assigned Assets without limitation.

3. Consideration for Assignment.

3.1 Purchase Fee. In consideration of the Section 1 assignments and Assignor’s other promises herein, Assignee shall, within two (2) business days of the Effective Date of this Agreement, pay a fee of one U.S. Dollars (\$1) (hereinafter the “Purchase Fee”). The Purchase Fee shall be paid to Assignor’s bank account as further set forth below. Payments under this Agreement do not include taxes or other fees, and the Assignee shall bear all responsibility for any legal fees and taxes that the Assignor may owe as a result thereof (“Expenses”), capped at no more than two thousand dollars (\$2,000) which shall be the maximum amount that the Assignee would pay in any circumstance related to this transaction. These expenses will be invoiced to Assignee in kind and must be paid no later than five days after the receiving the invoice in which then the Assigned Assets will be transferred to Assignee. The Purchase Fee is the sole consideration to be paid by Assignee for the assignment of the Assigned Assets, and for all other obligations, representations and warranties of Assignor under this Agreement.

3.2 Designated Account. Payment made shall be made via wire transfer to the following designated account (“Designated Account”):

[Please see attachment]

3.3 Transfer Process. Upon confirmation that the Purchase Fee and expenses, at no more than two thousand dollars, is in the Designated Account, the Assigned Assets will be transferred to the full control of the Assignee. Assignor shall assist Assignee in every proper way to evidence, record and perfect the Section 1 assignments of all right, title and interest in the Assigned Assets, and to obtain, maintain, enforce, and defend any rights assigned hereunder, including as set forth below. Assignor shall also immediately direct their company counsel to file a post registration maintenance filing with the USPTO to reflect the Assignee’s new ownership of the Trademark so that the Trademark database will update to show the changes in ownership.

(a) Transfer of Trademark. Assignor shall obtain all required signatures and execute all necessary documents to effect the transfer of the Trademark to Assignee, including as may be necessary in Assignee's reasonable discretion to ensure an accurate chain of title is recorded at the applicable trademark registrars.

(b) Further Assurances. Assignor shall perform all other acts to effect the transfer of the ownership rights to the Assigned Assets from Assignor no later than five (5) days after confirmation that the Purchase Fee is in the Designated Account. Assignor shall further perform all acts deemed necessary by Assignee in its sole, good faith discretion to further the above purpose, including execute and file any documents, in all cases without unreasonable delay.

3.4 Payment to Assignor. Following the completion of the transfer of the Assigned Assets, the Purchase Fee will be paid to Assignor via the bank details on the Assignor's account, pursuant to the terms and conditions agreed to by Assignor. The Purchase Fee shall be deemed received by Assignor upon receipt of the wire.

3.5 Closing Matters. The completion of (i) the transfers described above as determined in Assignee's sole discretion, and (ii) the payment to Assignee of the Purchase Fee, is referred to herein as the "Closing".

4. No Assumption of Liabilities. Assignee shall not assume, and shall not be deemed by anything contained in this Agreement to have assumed, any of the liabilities or obligations of Assignor, except for the expenses outlined in section 3.1. Assignee and Assignor agree that (a) all liabilities related to Assignor's or any other party's ownership of the Assigned Assets arising prior to the effectiveness of the transfer pursuant hereto shall remain with Assignor, and (b) all liabilities related to the Assigned Assets arising on or after the effectiveness of the transfer pursuant hereto shall be liabilities of Assignee, except for the expenses outlined in section 3.1

5. Representations and Warranties. Assignor represents and warrants to the Assignee that: (a) Assignor has, and upon consummation of the transactions contemplated by this Agreement, Assignee will acquire, sole, exclusive, good and marketable title to the Assigned Assets, free and clear of any and all liens, encumbrances and security interests; (b) Assignor has the right to make the assignments set forth in Section 1 of this Agreement and to otherwise fully perform hereunder; (c) Assignor has not previously transferred or licensed or waived or given any consent or right to the Assigned Assets or with respect to anything purportedly assigned hereunder; (d) Assignor is not aware of any third party allegation, claim, or suit with respect to the Assigned Assets or any other rights assigned hereunder; (e) Assignor does not presently own any other existing or pending registration(s) which are substantially similar to the Assigned Assets (including but not limited to domains or any other substantially similar domains registered on any registry throughout the world); (f) Assignor has complied in all material respects with all laws, rules and regulations that are applicable to its ownership, use and operation of the Assigned Assets; (g) all registration fees are current and shall remain current until transfer of the Assigned Assets to Assignee; (h) to Assignor's knowledge, Assignor's ownership and use of the Assigned Assets has not infringed any intellectual property rights of any person. (g) Assignee grants to the Assignor a perpetual, irrevocable, worldwide, royalty-free license use of the Assigned Assets without limitation as stated in section 2 above.

6. Covenants. Assignor agrees not to register, attempt to register, obtain, or use any domain name, account name, trademark, service mark or trade name substantially similar to the Assigned Assets anywhere in the world. Assignor further agrees that Assignor shall not take any action to prevent or otherwise interfere with Assignee's or its licensees' or successors' use of the Assigned Assets, and hereby covenants not to sue or otherwise assert against Assignee under any trademark or other proprietary rights Assignor has in the Assigned Assets or any underlying trademark, service mark, or trade name.

7. Confidentiality. On and at all times after the execution date of this Agreement, except to the extent required by law, or following written consent from the other party, neither party, nor any of its respective directors, officers, employees or representatives, shall issue or disseminate any press release or other publicity concerning any of the transaction details including sale price contemplated hereby, and the both parties and their directors, officers, employees and representatives shall keep the existence and terms of this Agreement strictly confidential at all times.

8. Miscellaneous. This Agreement shall be construed pursuant to the laws of the State of California, without regard to conflicts of laws provisions thereof. Any breach of this Agreement will cause irreparable harm for which damages would not be an adequate or sufficient remedy, and therefore, in addition to any other remedies at law, either party shall be entitled to obtain injunctive and other forms of equitable relief (including, without limitation, specific performance) in order to fully exercise its rights hereunder, without any obligations to post a bond. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Assignor and Assignee will each bear all of their own costs and expenses including, without limitation, legal fees incurred in connection with the negotiation and performance of this Agreement. This is the full agreement of the parties with respect to the subject matter hereof and can be modified or waived only by a mutually signed writing. This Agreement may be freely assigned by Assignee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

The Parties' authorized signatories have duly executed this Agreement.

Assignee: Random Walk Investments LLC

PAUL KALMS
Name: _____

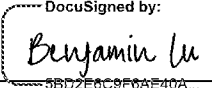
Signature:  2E390FC76D97428...

Member/Manager
Title: _____

4/12/2022
Date: _____

Assignor: GVNG Technology, Inc.

Benjamin Lu
Name: _____

Signature:  3BD2E8C9F0AE40A...

Interim CEO
Title: _____

4/12/2022
Date: _____

Exhibit A

COUNTRY	MARK	REG. NO.	GOODS/SERVICES
United States	PhilTech	5397602	<ul style="list-style-type: none">• 100,101