

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI92430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 3 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FQS Holdings, LLC		03/05/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company 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	
Registration Number:	6679760	FUKU	
Registration Number:	5829975	FUKU	
Registration Number:	5801958		
Registration Number:	6222137		
Registration Number:	6454518	FUKU	
Registration Number:	7127751	FUKU	
Registration Number:	6454517	FUKU	
CORRESPONDENCE DATA			
Fax Number:	9494514220		
<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:	9494513800		
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		

CH \$190.00.00 87361044

SIGNATURE:	STEPHANIE KANN
DATE SIGNED:	03/13/2024
Total Attachments: 6 source=FQS Amend #3 to Trademark Security Agreement#page1.tif source=FQS Amend #3 to Trademark Security Agreement#page2.tif source=FQS Amend #3 to Trademark Security Agreement#page3.tif source=FQS Amend #3 to Trademark Security Agreement#page4.tif source=FQS Amend #3 to Trademark Security Agreement#page5.tif source=FQS Amend #3 to Trademark Security Agreement#page6.tif	

AMENDMENT NO. 3 TO TRADEMARK SECURITY AGREEMENT

Amendment No. 3 to Trademark Security Agreement, dated as of March 5, 2024 (this “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, as amended by an Amendment No. 1 to Trademark Security Agreement dated as of March 30, 2022 and Amendment No. 2 to Trademark Security Agreement dated as of March 31, 2023 (as amended, the “TSA”); and

WHEREAS, the Parties desire to further 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.

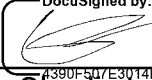
(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this 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.

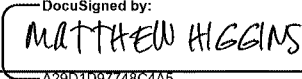
[Signature page follows]

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




FQS HOLDINGS, LLC

By:  DocuSigned by:
Name: Claudia Lezcano
Title: Chief Executive Officer


RSE MOMO HOLDINGS, LLC

By:  DocuSigned by:
Name: Matt Higgins
Title: CEO of its Managing Member

SCHEDULE ATHE MARKS

Mark	Country File No.	Serial No Filing Date	Reg. No. Reg. Date
FUKU	Canada 102748- 1050388	1795697 Aug 12, 2016	TMA1072945 Feb 18, 2020
FUKU (and design) 	United States of America	87361044 Mar 7, 2017	6,679,760 Mar 22, 2022
FUKU (and design) 	United States of America	87981328 Mar 7, 2017	5829975 Aug 6, 2019
FUKU (IN KATAKANA) AND LEAF DESIGN 	United States of America	87980835 Mar 7, 2017	5801958 Jul 9, 2019

Mark	Country File No.	Serial No Filing Date	Reg. No. Reg. Date
FUKU (IN KATAKANA) AND LEAF DESIGN 	United States of America	87361049 Mar 7, 2017	6222137 Dec 15, 2020
FUKU AND LEAF DESIGN 	Canada	1856420 Sep 7, 2017	TMA1096197 Mar 18, 2021
	N/A	N/A	N/A
	United States of America	90321053 Nov 16, 2020	6454518 Aug 17, 2021
	United States of America	90321050 Nov 16, 2020	7,127,751 Aug 1, 2023
	United States of America	90321046 Nov 16, 2020	6454517 Aug 17, 2021

Mark	Country File No.	Serial No Filing Date	Reg. No. Reg. Date
	Canada (IR)		1602130 May 11, 2021