

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vu Phan Quang Ngo		01/29/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Vullion Group Pty Ltd		
Street Address:	82A Ashley Street		
City:	Footscray West		
State/Country:	AUSTRALIA		
Postal Code:	3012		
Entity Type:	Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5118944	VIKING	
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:	+61430137775		
Email:	one@vullion.com.au		
Correspondent Name:	Vullion Group Pty Ltd		
Address Line 1:	82A Ashley Street		
Address Line 4:	Footscray West, AUSTRALIA 3012		
NAME OF SUBMITTER:	Vu Ngo		
SIGNATURE:	/Vu Ngo/		
DATE SIGNED:	01/29/2017		
Total Attachments: 4			
source=Trademark Assignment Agreement#page1.tif			
source=Trademark Assignment Agreement#page2.tif			
source=Trademark Assignment Agreement#page3.tif			
source=Trademark Assignment Agreement#page4.tif			

OP \$40.00 5118944

DATE

29 JANUARY.

2017

Vu Phan Quang Ngo

(Assignor)

-and-

Vullion Group Pty Ltd

(Assignee)

TRADEMARK ASSIGNMENT AGREEMENT

Mark: VIKING

Registration number: 5,118,944

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between:

Vu Phan Quang Ngo of 4 Como Court, Mount Waverley Australia 3149 (the "Assignor") of the one part; AND

Vullion Group Pty Ltd of 82A Ashley Street, Footscray West Australia 3012 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

RECITALS

- A. The Assignor is the proprietor and registered owner of a mark that is registered in the United States Patent and Trademark Office (the "Trademark"), Registration No. 5,118,944 in International Class 8, dated January 10, 2017.
- B. The Assignee desires to acquire from the Assignor the Trademark Registration in accordance with the terms and conditions of this Agreement.

OPERATIVE PARTS

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests of whatever kind in the mark derived from and in connection with the Trademark, together with:
 - i) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered,

ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and

iii) all rights to sue for past, present and future infringement or misappropriations of the marks.

2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the mark and its related property.
4. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
5. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority, being the United States Patent and Trademark Office (USPTO). The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.

6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 29th day of January year 2017.

For and on behalf of the Assignor

Signature: 

By: Vu Phan Quang Ngo

Title: Registered Owner

For and on behalf of the Assignee

Signature: 

By: Vu Ngo

Title: Director