900410777 06/23/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM432440

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900409183

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gypsetting LLC		06/07/2017	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Habitas S.A.	
Street Address:	74, Grand-Rue	
City:	Luxembourg City	
State/Country:	LUXEMBOURG	
Postal Code:	1660	
Entity Type:	Corporation: LUXEMBOURG	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5218690	HABITAS
Registration Number:	5218692	HABITAS
Registration Number:	5218691	
Serial Number:	87118853	HABITAS
Serial Number:	87118871	HABITAS
Serial Number:	87118861	

CORRESPONDENCE DATA

Fax Number: 3105510601

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.

Phone: 3105510600

Email: ssheik@khslaw.com
Correspondent Name: Shahrokh Sheik

Address Line 1: 1925 Century Park East

Address Line 2: Suite 1180

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 250650

DOMESTIC REPRESENTATIVE

TRADEMARK REEL: 006085 FRAME: 0050

900410777

Name: Shahrokh Sheik

Address Line 1: 1925 Century Park East

Address Line 2: Suite 1180

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Shahrokh Sheik
SIGNATURE:	/Shahrokh Sheik/
DATE SIGNED:	06/23/2017

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of May 22, 2017, is made by Gypsetting LLC, ("Assignor"), a California limited liability company, located at 3759 Latrobe Street Los Angeles, California 90031, and Habitas S.A., Luxembourg Trade and Companies Register (RCS) No. B214704, ("Assignee"), a Luxembourg entity located at 74, Grand-Rue, L-1660, Luxembourg. Assignor and Assignee shall be collectively referred to herein as the "Parties."

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompany the transfer of Assignor's business, or portion of Assignor's business to which the trademarks pertain and that business is ongoing and existing;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

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- 3. <u>Consideration.</u> In consideration of Assignee's agreement to finance, manage and oversee the brand and goodwill and all related commercial activity associated with the Assigned Trademarks, as well as specific monetary compensation of one dollar (\$1) upon execution and additional consideration to be determined between the Parties in the future, Assignor agrees to the Assignment herein.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

By: Date: 6/7/2017 Docusigned by:

Address for Notices:

3759 Latrobe Street, Los Angeles,

California 90031, United States.

Habitas S.A. DocuSigned by:

Date: 6/5/2017

Address for Notices:

74, Grand-Rue, L-1660, Luxembourg.

SCHEDULE A

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

- 1. In-Use (1a) Trademark Applications:
 - a. Habitas (word and logo design mark)
 - i. Serial Number: 87975288
 - ii. International Classes: 41, 43
 - b. Habitas (word mark)
 - i. Serial Number: 87975285
 - ii. International Classes: 41, 43
 - c. Habitas (logo design mark)
 - i. Serial Number: 87975287
 - ii. International Classes: 41, 43
- 2. Intent-to-Use (1b) Trademark Applications:
 - a. Habitas (word and logo design mark)
 - i. Serial Number: 87118871
 - ii. International Classes: 42
 - b. Habitas (word mark)

RECORDED: 06/09/2017

- i. Serial Number: 87118853
- ii. International Classes: 42
- c. Habitas (logo design mark)
 - i. Serial Number: 87118861
 - ii. International Classes: 42

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