# OP \$40.00 5042349

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM503030

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EDK Enterprises Pty Ltd		12/18/2018	Proprietary Limited Company: NEVADA
One Five Three Enterprises LLC		12/18/2018	Limited Liability Company: NEVADA

# **RECEIVING PARTY DATA**

Name:	AEK Assets Pty Ltd	
Street Address:	Street Address: 7A Jervis Street	
City: Ermington, NSW		
State/Country: AUSTRALIA		
Postal Code: 2115		
Entity Type: Proprietary Limited Company: AUSTRALIA		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	5042349	BUBZI CO	

# **CORRESPONDENCE DATA**

Fax Number:

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:** 02 9098 5030

Email: grace.yi@aspectlegal.com.au

Correspondent Name: AEK Assets Pty Ltd Address Line 1: 7A Jervis Street

Address Line 4: Ermington, NSW, AUSTRALIA 2115

NAME OF SUBMITTER:	AEK Assets Pty Ltd
SIGNATURE:	/AEK Assets Pty Ltd/
DATE SIGNED:	12/20/2018

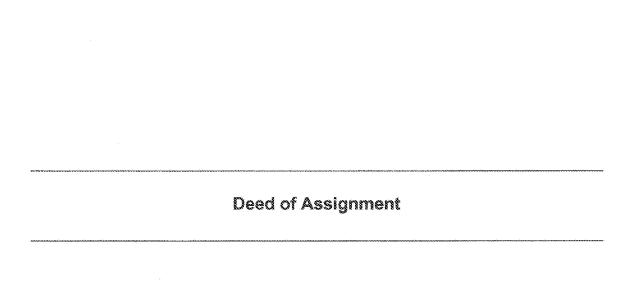
**Total Attachments: 5** 

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# Date 18 December 2018

### **Parties**

EDK Enterprises Pty Ltd ACN 614 166 602 of 7A Jervis Street, Ermington in the State of NSW

And

One Five Three Enterprises LLC of 10785 W Twain Avenue, Ste 210 Las Vegas NV 89135 USA (collectively the Assignors)

AEK Assets Pty Ltd ACN 630 226 774 of 7A Jervis Street, Ermington, in the State of NSW (Assignee)

# Background

- A. The Assignors are the registered proprietors in Australia, UK, EU and USA of the trade marks as set out in Schedule 1 (Trade Marks).
- B. The Assignors have agreed to assign and transmit their entire right, title and interest in and to the trade marks to the Assignee.

# This Deed Records

# 1. Assignment

The Assignors assign, transfer and transmit to the Assignee their entire right, title, interest and benefit in the Trade Marks.

### 2. Authorities

- 2.1 The Assignors agree to do all acts as may be reasonably necessary to:
  - enable the Assignee to apply for and obtain registration as the registered proprietor of the Trade Marks; and
  - cancel the record of any authorised user's interest or any other party's recorded interest in the Trade Marks.
- 2.2 The Assignors agree to provide the Assignee with all financial information to the extent that it is required to satisfy the stamp duty authority in each relevant jurisdiction as to the calculation of the stamp duty payable (if any) in respect of this Deed.

# 3. Warranty

The Assignors warrant that:

a) they have absolute title to the Trade Marks;

- there are no outstanding encumbrances or other matters affecting their capacity to assign the Trade Marks to the Assignee; and
- the Assignors have no knowledge of prior use of the Trade Marks by any other person.

### 4. Indemnity

The Assignors indemnify the Assignee against loss, injury or damage (including any legal costs or expenses properly incurred) occasioned to the Assignee in consequence of any breach of the Assignors (unknown to the Assignee) of the warranty in clause 3.

### 5. Undertakings

The Assignors undertake not to do any act which would or might:

- a) invalidate or put in dispute the Assignee's title to the Trade Marks
- oppose any application for registration of the Trade Marks, or invalidate any registration of the Trade Marks in due course
- c) support an application to remove the Trade Marks as Registered Trade Marks, or
- d) cause any Registrar of Trade Marks to require a disclaimer of a monopoly in the Trade Marks or any part of it

nor assist any person directly or indirectly in these acts.

# 6. Applicable law

This Deed is governed by the law of the state of New South Wales and the parties submit the jurisdiction of the courts of that state.

# 7. Charges

All stamp duties and governmental charges arising out of or incidental to this Deed are the responsibility of and must be paid by the Assignee.

# 8. Entire agreement

This Deed records the entire agreement between the parties and replaces all representations, warranties or proposals not embodied herein.

### 9. Amendments

This Deed may not be varied except in writing signed by all of the parties.

### 10. Severability

If any provision of this Deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

### **EXECUTED** as a DEED: SIGNED SEALED AND DELIVERED by EDK sign **Enterprises Pty Ltd** ACN 614 166 602 in DIRECTOR accordance with s 127 of office (director or secretary) office (director or secretary) the Corporations Act 2001 KIM full name full name SIGNED SEALED AND DELIVERED by One Five Three Enterprises sign sign LLC MANAGER office (director or secretary) office (director or secretary) ELIAH KIN full name full name SIGNED SEALED AND DELIVERED by AEK sign Assets Pty Ltd ACN630 226 774 in accordance DIPECTOR with s 127 of the office (director or secretary) office (director or secretary) Corporations Act 2001 ANGELA JIWON full name full name

# SCHEDULE 1

Trade Mark	Trade Mark No.	Country	Class/es	Status
BUBZI CO AND DEVICE	5496192	US	20	Registered
BUBZI CO	5160969	US	20	Registered
BUBZI CO	5042349	US	10	Registered
BUBZI CO AND DEVICE	1381499	EU	20	Registered
BUBZI CO	1383560	EU	19 and 20	Registered
BUBZI CO AND DEVICE	WE00001381499	ÜK	20	Registered
BUBZI CO	WE00001383560	ÜK	19 and 20	Registered
BUBZI CO AND DEVICE	WO000001381499	UK	20	Registered
BUBZI CO	WO000001383560	UK	19 and 20	Registered

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**RECORDED: 12/20/2018**