

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daniel Soussan		09/04/2019	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	1 Global Digital Distribution Ltd.		
Street Address:	5 HATAASIA STREET		
Internal Address:	HAR TUV A		
City:	BEIT SHEMESH		
State/Country:	CALIFORNIA		
Postal Code:	9905204		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5760466	O NATURALS	
CORRESPONDENCE DATA			
Fax Number:	3237820828		
<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:	3237820818		
Email:	emily@manelaco.com		
Correspondent Name:	Yosef Y Manela		
Address Line 1:	6300 Wilshire Blvd		
Address Line 2:	2030		
Address Line 4:	Los Angeles, CALIFORNIA 90048		
DOMESTIC REPRESENTATIVE			
Name:	Yosef Y Manela, Esq		
Address Line 1:	6300 Wilshire Blvd		
Address Line 2:	2030		
Address Line 4:	Los Angeles, CALIFORNIA 90048		
NAME OF SUBMITTER:	Yosef Y Manela, Esq		
SIGNATURE:	/Yosef Y Manela, Esq/		

OP \$40.00 5760466

DATE SIGNED:	09/05/2019
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Total Attachments: 3

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ASSIGNMENT AND TRANSFER OF TRADEMARK OWNERSHIP RIGHTS

This Assignment and Transfer of Trademark Ownership Rights ("Assignment") is made and entered into effective as of the date set forth below ("Effective Date"), by and between Daniel Soussan, an individual residing in Bet Shemesh, Israel, in his capacity as the current owner of the O Naturals trademark ("Assignor"), and 1 Global Digital Distribution Ltd., an Israel Corporation ("Assignee"). The Assignor and Assignee are referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, the Assignor is the sole and rightful owner of O Naturals, a trademark registered in the Principal Register of United States Patent and Trademark Office (SER. NO. 87-760,788, FILED 01-18-2018; Reg. No. 5,760,466), and the corresponding registrations (collectively referred to as the "Trademark") set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to acquire the Assignor's rights, title, and interest in and to the Trademark; and

WHEREAS, the Assignor and the Assignee are both duly authorized and capable of entering into this Assignment, and there are no restrictions on its transfer to Assignee; and

WHEREAS, the Parties desire to enter into this Agreement in order for the Assignor to assign the Transferred Trademark Ownership Rights to Assignee; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations contained in this Assignment, but without monetary consideration, the receipt of which is acknowledged, the Parties hereto agree as follows:

I. ASSIGNMENT.

The Assignor does hereby assign, transfer, and set over to Assignee all of the Assignor's right, title, and interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with any and all benefits, advantages, privileges and rights relating thereto or arising and flowing therefrom, and with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registration included in the Trademark, the right to apply for trademark registration within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by the Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor, had this assignment, transfer, and conveyance not been made.

Assignor represents and warrant to Assignees that prior to the Effective Date below, Assignor has not assigned, pledged or otherwise encumbered the Transferred Trademark Ownership Rights.

II. ASSUMPTION BY ASSIGNMENT

From and after the Effective Date, Assignee hereby assumes the Transferred Trademark Ownership Rights. As of the Transfer Date, Assignee shall assume and perform any and all of the obligations with respect to the Transferred Trademark Ownership Rights.

III. OWNERSHIP OF TRADEMARK

The Parties represent and acknowledge that after the Assignment by Assignor to Assignee, the ownership of the Trademark Rights shall be as follows:

Daniel Soussan	0%
1 Global Digital Distribution Ltd.	100%

IV. SUCCESSORS AND ASSIGNS

This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

V. ENTIRE AGREEMENT

This Assignment contains all covenants made by the Parties and constitutes the entire understanding between the Parties with respect to the subject matter hereof, and no additional terms, conditions or covenants are intended to be implied by the parties (or shall be imposed them upon by any court). Any prior correspondence or agreements (whether oral or written) are replaced in total by this Assignment.

VI. AMENDMENTS

This Assignment may be amended or modified only by a written instrument signed by all parties.

VII. SEVERABILITY

If any provision of this Assignment, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

VIII. GOVERNING LAW – VENUE

This Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict or choice of law principles. The parties agree that all actions or proceedings arising directly or indirectly from this

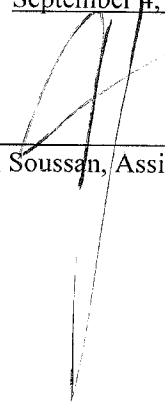
Assignment shall be arbitrated within Los Angeles County, California, and hereby consent to the jurisdiction of any local, state or federal court located in Los Angeles County, California and agree not to disturb such choice of forum.

IX. FURTHER ASSURANCES

Each party agrees to execute and deliver such documents or instruments as may reasonably be required to effectuate the purposes of this Assignment or to evidence their rights hereunder; provided, however, such documents or instruments shall not increase the liability of the party so executing and delivering said instrument.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first above written.

Dated: September 4, 2019



Daniel Soussan, Assignor

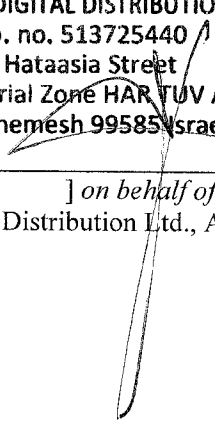
1 GLOBAL DIGITAL DISTRIBUTION LTD

Co. no. 513725440

4 Hataasia Street

Industrial Zone HAR TUV A'

Beit Shemesh 99585 Israel



[] on behalf of
1 Global Digital Distribution Ltd., Assignee