

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dundee Invest AB		08/13/2021	Aktiebolag: SWEDEN
RECEIVING PARTY DATA			
Name:	Safemoon US, LLC		
Street Address:	1022 W 2200 N		
City:	Pleasant Grove		
State/Country:	UTAH		
Postal Code:	84062		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90691335	SAFEMOON	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<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:	2122925390		
Email:	mail@ipcounselors.com		
Correspondent Name:	EPSTEIN DRANGEL LLP		
Address Line 1:	60 EAST 42ND STREET		
Address Line 2:	SUITE 2520		
Address Line 4:	NEW YORK, NEW YORK 10165		
NAME OF SUBMITTER:	William C. Wright		
SIGNATURE:	/WILLIAM C. WRIGHT/		
DATE SIGNED:	08/25/2021		
Total Attachments: 11			
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Trade Mark Assignment

This deed is dated 13 August 2021

Parties

- (1) Dundee Invest AB incorporated and registered in Sweden with company number 559257-4072 whose registered office is at Västra Karaby Kyrkoväg 111, SE-24495 Dösjebro, Sweden ("Assignor")
- (2) Safemoon US, LLC incorporated and registered in the USA with company/entity number 12348837-0160 whose registered office is at 1022 W 2200 N Pleasant Grove, Utah, UT 84062, United States of America ("Assignee")

BACKGROUND

- (A) The Assignor is the applicant for the Trade Marks (as defined below).
- (B) [REDACTED] the Assignor has agreed to assign the Trade Marks and Other Intellectual Property Rights (as defined below) to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1. Definitions:

Other Intellectual Property Rights: all intellectual property pertaining to the SAFEMOON brand including patents, rights to inventions, copyright and related rights, trade marks and service marks and any and all goodwill associated therewith, business names and domain names, social media handles, rights in get-up and trade dress, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (and as set out in Schedule 2).

Related Entity: any parent, subsidiary/ies, transferee/s, representative/s, principal/s, affiliates, agent/s, officer/s, director/s, assign/s, successor/s in title, licensee/s


Trade Marks: the applications short particulars of which are set out in Schedule 1.



1.2. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

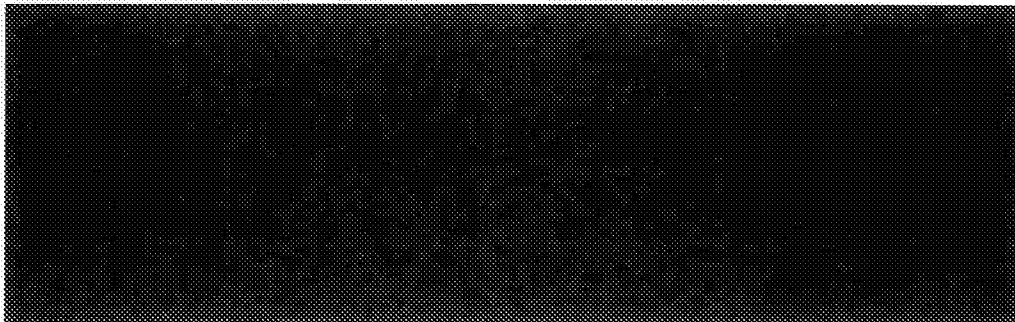
1.3. This agreement shall be binding on, and inure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

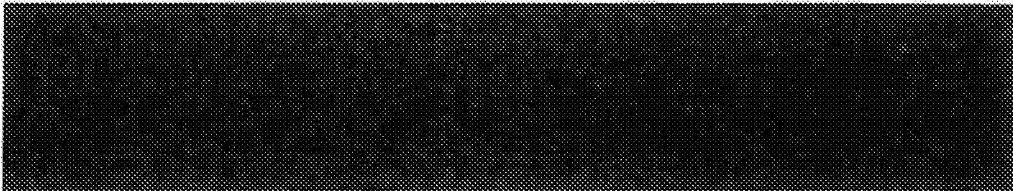
2. **Assignment**

 the Assignor hereby assigns to the Assignee absolutely with full title guarantee all of its worldwide right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used;
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement; and
- (d) the absolute entitlement to any Other Intellectual Property Rights.

3. 





4. Warranties

The Assignor represents and warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights, title, and interests in, the Trade Marks and/or Other Intellectual Property Rights;
- (b) it is properly registered as the applicant of the Trade Marks;
- (c) neither it nor any Related Entity owns any other trade mark applications or registrations for or containing SAFEMOON or anything similar;
- (d) Save for that disclosed in Schedule 2, neither it nor any Related Entity owns any Other Intellectual Property Rights;
- (e) all application, registration, renewal and other fees in respect of each of the Trade Marks have been paid;
- (f) it has not given any third party permission to use any Trade Mark and/or Other Intellectual Property Rights or otherwise licensed or assigned any of the rights under the Trade Marks and/or Other Intellectual Property Rights;
- (g) each Trade Mark and/or Other Intellectual Property Rights is free from any security interest, option, mortgage, charge or lien;
- (h) it has not acquiesced in the unauthorised use of any Trade Mark;
- (i) each Trade Mark is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender, and there is nothing that might prevent any application in the Trade Marks proceeding to grant;
- (j) Aside from the matter set out in the Undertakings, it is unaware of any infringement or likely infringement of any Trade Mark;
- (k) Aside from the matter set out in the Undertakings, no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark, and it is unaware of any circumstances likely to give rise to a claim;
- (l) Aside from the matter set out in the Undertakings, so far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party; and
- (m) It will not object to, interfere with, oppose, or seek to cancel Assignee application for, use, and/or registration of the Trade Marks

5. Indemnity

- 5.1. The Assignor shall indemnify the Assignee against all direct liabilities, costs, expenses, damages and direct losses suffered or incurred by the Assignee arising out of or in connection with:
- (a) any breach by the Assignor of the warranties in clause 4 above; or
 - (b) the enforcement of this agreement.
- 5.2. Subject to clause 5.4 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 5.3. If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.
- 5.4. Nothing in this clause shall restrict or limit the Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

6. Further assurance

- 6.1. At its own expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party (other than any trade mark register or other public body) shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.
- 6.2. The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:
- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
 - (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
 - (c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
 - (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Sulaiman Javed

with a copy sent by email to Christiana Loizides at (christiana.loizides@sherdans.co.uk) or any other person that the Assignee notifies to the Assignor from time to time; and

- (e) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

7. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8. Severance

- 8.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 8.2. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. Counterparts

- 9.1. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.




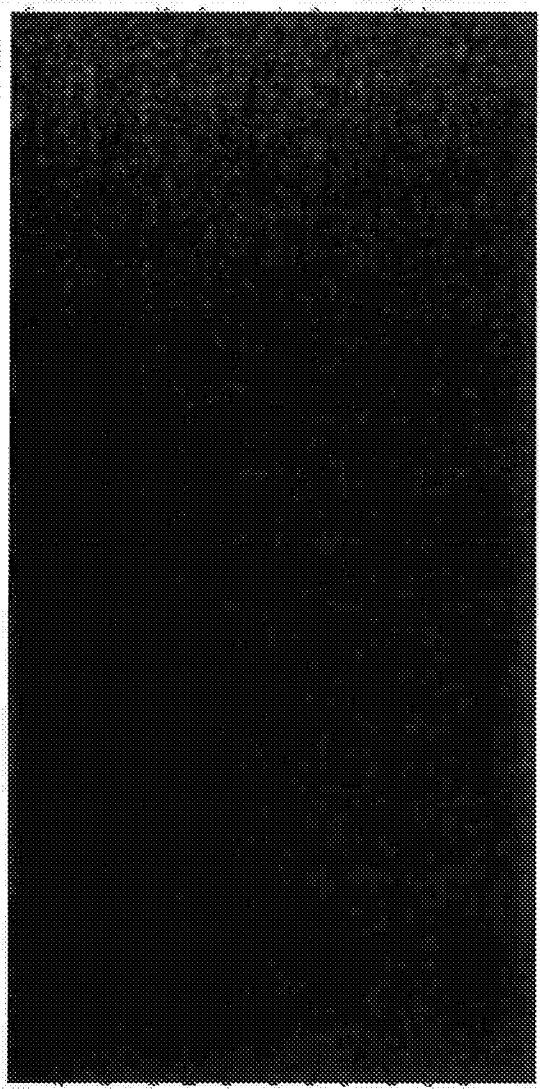



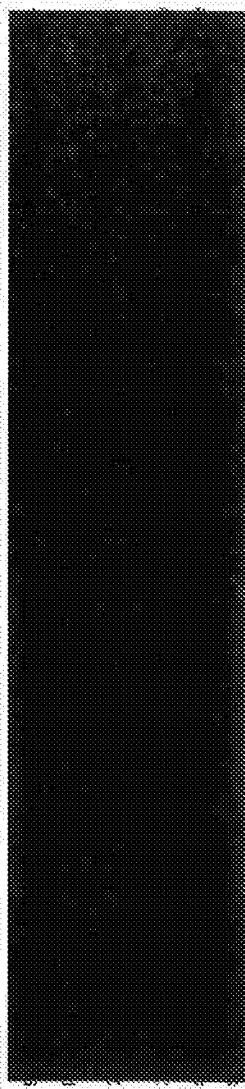
12. Jurisdiction

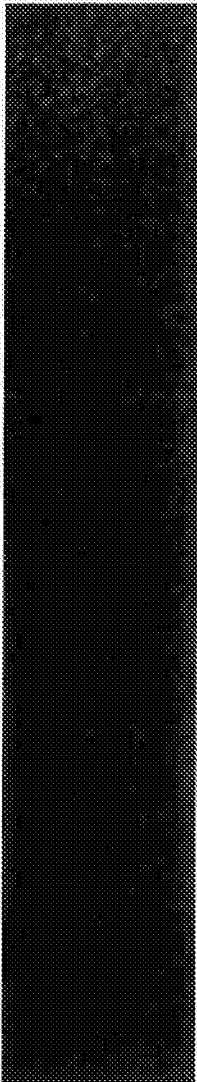
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

2. Trade Marks

Trade mark applications

Territory	Mark	Number	Specification of goods or services
			
			

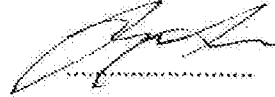
			
US	SAFEMOON		<p>Class 9: Downloadable computer application software for mobile phones, namely, software for iOS and Android; Downloadable computer software development tools; Downloadable computer software for iOS and Windows OS</p> <p>Class 25: Anoraks; Gloves; Headwear; Leggings; Pants; Parkas; Shirts; Shoes; Shorts; Skirts; Socks; Sweaters; Sweatshirts; Swim-suits; T-shirts; Headies; Jackets</p> <p>Class 35: Advertising, marketing and promotion services; Assistance in management of business activities; Business advice and information; Business advisory services, consultancy and information; Business consultation; Business management consulting and advisory services; Business research; Market research</p> <p>Class 36: Blockchain-based payment verification services; Cryptocurrency exchange services featuring blockchain; Financial analysis; Financial consultancy; Financial exchange; Financial information; Financing services; Issuance of tokens of value</p> <p>Class 42: Computer programming; Computer software development; Hosting of web sites; Information technology consulting services; Quality control for others; Quality control of services; Scientific and technological services, namely, research and design in the field of providing financial information; Software design and development; Web site hosting services; Consulting services in the field of software as a service (SAAS); Software as a service (SAAS) services featuring software for providing financial information</p>

Schedule 2 - Other Intellectual Property Rights

None

Executed as a deed by Dun-
dee Invest AB

acting by LEWIS
REID a director, in the pres-
ence of:



Managing Director



LUKE HARTE

Director

Västra Karaby Kyrkoväg 111

Dösjöebro 24495

Sweden

Executed as a deed by
Safemoon US, LLC

acting by [NAME OF
DIRECTOR] a director, in the
presence of:

.....
[SIGNATURE OF DIRECTOR]

Director

.....
[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OC-
CUPATION] OF WITNESS]

Executed as a deed by Dun-
dee Invest AB

acting by [NAME OF
DIRECTOR] a director, in the
presence of:

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OC-
CUPATION] OF WITNESS]

.....
[SIGNATURE OF DIRECTOR]

Director

Executed as a deed by
Safemoon US, LLC

acting by [NAME OF **BRADEN**
DIRECTOR] a director, in the **JOHN**
presence of: **KARLONY**

SULAIMAN JAVED

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OC-
CUPATION] OF WITNESS]

SULAIMAN JAVED
LA LHERGAN ROAD
SL6 FLA
LEGAL COUNSEL



[SIGNATURE OF DIRECTOR]

Director