

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apical Group Limited		10/25/2021	International Business Company: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	ARES Merchants Pte. Ltd.		
Street Address:	80 Raffles Place #50-01 UOB Plaza		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	048624		
Entity Type:	Private Limited Company: SINGAPORE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90802926	ARES	
Serial Number:	90802927	ARES	
Serial Number:	90802929	ARES	
CORRESPONDENCE DATA			
Fax Number:	2026375910		
<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:	2026375600		
Email:	DCPTOTrademarkMail@hoganlovells.com		
Correspondent Name:	Katherine Bastian		
Address Line 1:	555 13th Street NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Katherine Bastian of Hogan Lovells		
SIGNATURE:	/KB/		
DATE SIGNED:	10/27/2021		
Total Attachments: 3			
source=2535343v1-Signed Assignment_(ARES_Merchants)_271021-ALILIB01#page1.tif			
source=2535343v1-Signed Assignment_(ARES_Merchants)_271021-ALILIB01#page2.tif			

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Trademark Assignment Agreement

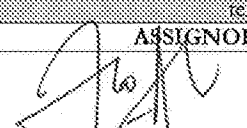
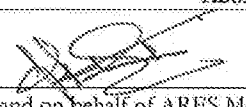
PART I – EXECUTION SECTION





CONTRACT NUMBER: APC_AGL_GV_21_104831_1

EFFECTIVE DATE: 25 October 2021

ASSIGNOR	ASSIGNEE
Company Name: Apical Group Limited Place of Incorporation: British Virgin Islands Company Registration No.:	Company Name: ARES Merchants Pte. Ltd. Place of Incorporation: Singapore Company Registration No.: 201941392E
Address: Portcullis Trustnet Chambers, P.O. Box 3444, Road Town, Tortola, British Virgin Islands Attention: Director Email: Legal@apicalgroup.com	Address: 80 Raffles Place #50-01 UOB Plaza Singapore 048624 Attention: Director Email: Legal@apicalgroup.com
Incorporation: This Agreement comprising the enclosed Part I (Execution Section), Part II (General Terms and Conditions) and Part III (Schedule of Trademark(s)) constitutes the entire agreement between the Parties.	
Conflict of Terms: In the event there is a conflict of terms, the terms in this Part I (Execution Section) shall prevail over the terms in Part II (General Terms and Conditions) to the extent of such conflict.	
Purpose As at the Effective Date: <ol style="list-style-type: none"> The Assignor, as the legal and beneficial owner of the Trademark, is agreeable to assign and transfer all of its right, title and interest of whatever kind in the Trademark to the Assignee on the terms and conditions set out in this Agreement. The Assignee agrees to accept the said assignment on the terms and conditions set out in this Agreement. 	
Consideration (under Clause 1.1 of Part II): The sum of USD 10.00 paid by the Assignee to the Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.	Territory (under Clause 1.1 of Part II): Refer to Part III of the agreement.
Language that Agreement must be translated into as required under law: Not applicable	Governing Law: This Agreement shall be governed by, and construed in accordance with the laws of Singapore.
Dispute Resolution: <ol style="list-style-type: none"> Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator and the language of the arbitration shall be English. 	
Amendments to Part II (General Terms & Conditions) Not Applicable	

AGREED & ACCEPTED	
By signing the Execution portion below & initialling every page in the initial boxes provided, the Parties agree to be bound by the terms of this Agreement with effect from the Effective Date.	
ASSIGNOR	ASSIGNEE
 For and on behalf of Apical Group Limited Name: Yeo How Title: Director	 For and on behalf of ARES Merchants Pte. Ltd. Name: Paatheepan Karunakaran Title: Director

Initials	
Assignor	Assignee
	

Trademark Assignment Agreement

PART II -- GENERAL TERMS & CONDITIONS

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1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Agreement" means Part I -- Execution Section, Part II (General Terms and Conditions), Part III (Schedule of Trademarks), and all other documents incorporated herein or therein by reference, all of which are hereby made an integral part of and will be read as if included within the text of this assignment agreement.

"Assignor" and "Assignee" means the respective company indicated in Part I.

"Consideration" means the amount indicated in Part I.

"Effective Date" means the date as set out in Part I.

"Parties" means Assignor and Assignee; and "Party" means any one of them, as the case may be.

"Territory" means the country or countries in which the respective Trademark has been registered and/or where there are pending applications for registration as set out in Part III.

"Trademark" means, collectively, certain trademarks or service marks owned by the Assignor and the corresponding registrations and/or applications for registration set out in Part III.

1.2 In this Agreement, unless the context otherwise requires:-

(a) references to the singular includes the plural and vice versa;

(b) any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and to any regulation, code, instrument or subordinate legislation under the relevant statute or statutory provision;

(c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) a reference to a Clause is to a clause of this Agreement;

(e) a reference to a Party or Parties is to a party or parties to this Agreement; and

(f) a reference to any Party to this Agreement or any other agreement or document includes the Party's successors and permitted assigns.

1.3 Any reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated, and all statutory instruments or orders made pursuant to it.

2. ASSIGNMENT

2.1 In consideration of the mutual covenants and agreements set forth in this Agreement and for good and valuable consideration, which receipt is acknowledged by the Parties, and with effect from (and including) the Effective Date:-

(a) The Assignor hereby ASSIGNS AND TRANSFERS ABSOLUTELY to the Assignee all of the Assignor's right, title and interest of whatever kind in the Trademark, including all statutory and common law rights attaching thereto, 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 including passing off and to obtain any damages, interest, profits and costs awarded, and

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

(b) The Assignee hereby agrees to accept the assignment and transfer as set out in Clause 2.1(a).

2.2 The Parties hereto agree that this Agreement shall be submitted to the competent authority in the Territory for its registration. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or appeal that may be required in connection with the implementation of any portion of this Agreement.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants that as of the Effective Date:-

(a) it has the full power and authority to enter into this Agreement and to perform such acts as provided for in this Agreement;

(b) this Agreement constitutes legal, valid and binding obligations and is enforceable in accordance with its terms; and

(c) any authorizations required in connection with the execution, delivery and performance by it and the validity and enforceability against it of this Agreement have been obtained or effected and are in full force.

3.2 The Assignor represents and warrants to the Assignee that as of the Effective Date:-

(a) the Assignor is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in the Territory, 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 in the Territory;

(b) the Assignee shall provide the Assignor with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee;

(c) The Assignor shall also furnish the Assignee with the original certificates covering the Trademark;

(d) the Assignor has full power to transfer the rights, title and interests in the Trademark to the Assignee whether in whole or in part;

(e) that there are no circumstances known to it arising out of this assignment which may result in the use of the Trademark being liable to mislead the public; and

(f) there are no impediments to the entry of the Assignor into this Agreement or the performance of the same, whether under its law of incorporation or otherwise.

3.3 The Assignor further represents and warrants to the Assignee that it shall take all necessary steps to perform this Agreement and remove any impediments in that regard, at no cost or liability to the Assignee.

3.4 In the event that there is any breach of this Clause, the Party in breach shall indemnify the other Party for the consequences arising from such breach.

4. COST

Each of the Parties shall bear its own costs and expenses (including legal fees) incurred in connection with the Agreement including relating to its negotiation, preparation, execution, delivery and registration.

5. NOTICES

Subject as otherwise provided in this Agreement, all notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid registered post or by facsimile message addressed to the intended recipient thereof at its address set out in Part I.

6. MISCELLANEOUS PROVISIONS

6.1 This Agreement embodies all the terms and conditions agreed upon among the Parties as to the subject matter of this Agreement and supersedes all previous agreements and undertakings among the Parties with respect to the subject matter hereof, whether such be written or oral.

6.2 This Agreement shall not be altered, changed, supplemented or amended except by written instruments signed by all Parties.

6.3 If any term or provision in this Agreement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to the extent be deemed not to form part of this Agreement but the enforceability of the remaining provisions in this Agreement shall not be affected.

6.4 Each of the Parties agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement.

6.5 This Agreement may be executed in duplicate, each constituting an original and all of which when taken together, shall constitute one and the same document.

Initials	
Assignor	Assignee
<i>[Signature]</i>	<i>[Signature]</i>

TRADEMARK

REEL: 007475 FRAME: 0296

Trademark Assignment Agreement

PART III: SCHEDULE OF TRADEMARK(S)

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CONTRACT NUMBER : APC_AGL_GV_21_104831_1
 ASSIGNOR
 ASSIGNEE

Apical Group Limited
 ARES Merchants Pte. Ltd.

TRADEMARK	COUNTRY	CLASS	APPLICATION NO.	APPLICATION DATE
ARES (word mark)	Philippines	1,4,5,29,31,35,40	42021516558	14 July 2021
 ARES	Philippines	1,4,5,29,31,35,40	42021516559	14 July 2021
 ARES	Philippines	1,4,5,29,31,35,40	42021516560	14 July 2021
ARES (word mark)	Singapore	1,3,4,5,29,31,35,40	40202115331X	29 June 2021
 ARES	Singapore	1,3,4,5,29,31,35,40	40202115333Y	29 June 2021
 ARES	Singapore	1,3,4,5,29,31,35,40	40202115332V	29 June 2021
ARES (word mark)	United States of America	1,3,4,5,29,31,35,40	90802929	30 June 2021
 ARES	United States of America	1,3,4,5,29,31,35,40	90802926	30 June 2021
 ARES	United States of America	1,3,4,5,29,31,35,40	90802927	30 June 2021

Initials	
Assignor	Assignee
