
Deed of Assignment

Date

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:

- a) enable the Assignee to apply for and obtain registration as the registered proprietor of the Trade Marks; and
- b) 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;

- b) there are no outstanding encumbrances or other matters affecting their capacity to assign the Trade Marks to the Assignee; and
- c) 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
- b) 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 Enterprises Pty Ltd** ACN 614 166 602 in accordance with s 127 of the Corporations Act 2001



sign

DIRECTOR

office (director or secretary)

ELIJAH KIM

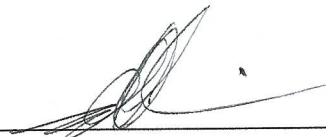
full name

sign

office (director or secretary)

full name

SIGNED SEALED AND DELIVERED by **One Five Three Enterprises LLC**



sign

MANAGER

office (director or secretary)

ELIJAH KIM

full name

sign

office (director or secretary)

full name

SIGNED SEALED AND DELIVERED by **AEK Assets Pty Ltd** ACN630 226 774 in accordance with s 127 of the Corporations Act 2001



sign

DIRECTOR

office (director or secretary)

ANGELA JIWON YEO

full name

sign

office (director or secretary)

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	UK	20	Registered
BUBZI CO	WE00001383560	UK	19 and 20	Registered
BUBZI CO AND DEVICE	WO0000001381499	UK	20	Registered
BUBZI CO	WO0000001383560	UK	19 and 20	Registered

