

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7275151

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
YING ZHAO	03/31/2022
RECEIVING PARTY DATA	
Name:	UNA BRANDS SPV 16 PTE. LTD.
Street Address:	68 CIRCULAR ROAD #02-01
City:	SINGAPORE
State/Country:	SINGAPORE
Postal Code:	049422
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D908747
Patent Number:	D923067
CORRESPONDENCE DATA	
Fax Number:	(412)471-4094
<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:	4124718815
Email:	assignments@webblaw.com
Correspondent Name:	THE WEBB LAW FIRM P.C.
Address Line 1:	ONE GATEWAY CENTER
Address Line 2:	4200 FT. DUQUESNE BLVD., SUITE 1200
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222
ATTORNEY DOCKET NUMBER:	09256-1904771
NAME OF SUBMITTER:	NATHAN J. PREPELKA, REG. NO. 43,016
SIGNATURE:	/Nathan J. Prepelka/
DATE SIGNED:	04/12/2022
Total Attachments: 8	
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FOUNDER, BUSINESS IP OWNER

THIS DEED OF ASSIGNMENT is made this 31st day of March 2022 (the "Assignment")

BETWEEN

1. **赵莹 (Ying Zhao)** (PRC Identification No.: 410702198201211546) of 广东省深圳市南山区南光路2号美丽湾商住楼A栋1012 (Room 1012, Meili Commercial and Residential Building A, No. 2, Nanguang Road, Nanshan District, Shenzhen City, Guangdong Province, China), and 1012,Building A, No. 2, Nanguang Road, Meiliwan Commercial and Residential Building, Nanshan District, Shenzhen, CHINA, and 1012, Bldg.A, Meiliwan, No.2,Nanguang Rd., Nanshan, Dist,Shenzhen, guangdong CHINA 518000, and 1012, Bldg.A, Meiliwan, Shangzhu Lou, No.2, Nanguang Rd. Nanshan, Shenzhen, CHINA 518055 (the "**Assignor**");

AND

2. **UNA BRANDS SPV 16 PTE. LTD.** (Company Registration No. UEN 202203274G), a company incorporated in Singapore and having its registered office at 68 Circular Road #02-01 Singapore (049422) (the "**Assignee**").

(Collectively referred to as the "**Parties**" or either party as "**Party**")

WHEREAS

- (A) The Assignor is the sole proprietor and beneficial owner of the intellectual property rights (including copyright, registered and unregistered designs, trademarks and patents) set out in the Schedule hereto (hereinafter called the "**Intellectual Property Assets**").
- (B) The Assignor has agreed to assign the Intellectual Property Assets to the Assignee on the terms and conditions set out below.

IT IS AGREED as follows:-

1. The Assignor hereby assigns and transfers irrevocably, unconditionally and absolutely to the Assignee, free from encumbrances and for good and valuable consideration paid to Assignor by Assignee, the receipt of which is hereby acknowledged:
 - (a) its entire right, title, ownership, entitlement, benefits and all statutory and common law rights and interests in and to the Intellectual Property Assets, together with all rights and powers arising or accrued, including the right to sue for past infringements and to retain any damages obtained as a result of such action, as well as the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief in respect of any such infringement, or any other cause of action (including passing off) arising from ownership of any of the Intellectual Property Assets, whether occurring before, on or after the date of this Assignment, to the Assignee;
 - (b) the right to apply for, prosecute and obtain trade mark, patent, copyright, design or similar protection throughout the world in respect of the Intellectual Property Assets, and any application or similar protection shall be in the name of and vest in the Assignee; and
 - (c) to the extent necessary, whether now known or created in the future, its rights, title, ownership, entitlement, benefits and all statutory and common law rights and interests in and to any improvements, enhancements or developments made to the Intellectual Property Assets by either party, as and when created.
2. The Assignor confirms that this Assignment is made with and includes the goodwill attaching to the Intellectual Property Assets and the goodwill of the business in which the Intellectual Property Assets have been used by the Assignor.

3. The Assignor warrants to the Assignee as follows in respect of Intellectual Property Assets:
 - (a) that the Assignor is the sole proprietor and beneficial owner of all Intellectual Property Assets assigned under this Assignment, is properly entered on the relevant Intellectual Property Assets registers as the sole registered proprietor and beneficial owner of any applications and/or registrations and the Assignor has full power to assign the Intellectual Property Assets to the Assignee free from encumbrances without obtaining any third party's consent;
 - (b) that all renewal fees due in respect of the registrations of the Intellectual Property Assets have been paid, if applicable;
 - (c) that the Assignor has appointed no licensees of the Intellectual Property Assets nor given any other person any permission to use any of them;
 - (d) that the Intellectual Property Assets are good valid and subsisting and the Assignor is unaware of any infringement of the Intellectual Property Assets, having made on a regular and ongoing basis all investigations reasonably required in order to maintain its rights with respect to, and protect against the infringement of, the Intellectual Property Assets, or of any reason why any registration of the Intellectual Property Assets may be capable of being expunged from the register for any reason whatsoever;
 - (e) that the use of the Intellectual Property Assets has not infringed and will not infringe the rights of any third party;
 - (f) that there are no circumstances arising out of this or any earlier assignment which may result in the use of the Intellectual Property Assets being liable to mislead the public;
 - (g) that the Assignor is not engaged in any legal proceedings (including litigation, arbitration, opposition, invalidation, revocation and prosecution) and no such proceedings are pending or threatened, nor are there any facts likely to give rise to such proceedings or which would on reasonable enquiry be known to the Assignor (or its directors) of and arising out of, or in respect of, any action in connection with the Intellectual Property Assets; and
 - (h) the Assignor does not own or use any other logos, trademarks, service marks, designs or patents apart from the Intellectual Property Assets which are similar to that owned or used by the Assignee or its holding companies or subsidiaries.
4. The Assignor further covenants that at the request and cost of the Assignee, it will at all times hereafter do all such acts and execute all such documents as the Assignee may require to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Intellectual Property Assets.
5. The Assignor acknowledges the Assignee's unrestricted right throughout the world to use, license, exploit or otherwise deal with or dispose of all or any part of the Intellectual Property Assets.
6. The Assignor indemnifies and keeps indemnified the Assignee from and against all claims, liabilities, losses, costs and expenses which the Assignee may suffer or incur from or arising out of any breaches of Clause 3 of this Assignment.
7. In respect of Intellectual Property Assets comprising copyright works ("**Works**"), the Assignor will procure from each author of the Works (as applicable) upon request from the Assignee:
 - (a) consent and authorisation for the Assignee to exercise all copyright rights subsisting in those Works including, but not limited to, the right to use, deal with, publicly perform, communicate, reproduce, transmit, publish, exhibit, modify or adapt those Works without attribution of authorship, bearing the Assignee's name and even if the exercise of such rights constitutes 'derogatory treatment' which may be prejudicial to those Works;

(b) unconditional and irrevocable waivers (to the extent permitted by law) of all and any Moral Rights in respect of the Works to which the author may be or may become entitled to; and

(c) acknowledgement and agreement that:

- i. failure to identify the author as the author of the Works by the Assignee will not constitute an infringement of the author's right of attribution of authorship; and
- ii. the consents and waivers in this clause are genuinely given and not obtained from the author by duress or by the making of any false or misleading statement by the Assignor,

where "**Moral Rights**" in this clause means rights of integrity, rights of attribution and other rights of an analogous nature which may now exist, or which may exist in the future under any country.

8. The Assignor shall provide to the Assignee all documentation and information relating to the Works as may be required by the Assignee, including any documentation first recording the design in a design document.
9. Save as expressly provided in this Assignment, no provision of this Assignment is enforceable by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore by any person who is not a Party to this Assignment.
10. If any provision in this Assignment shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification that is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Assignment and the legality, validity and enforceability of the remainder of this Assignment shall, subject to any deletion or modification made under this clause, not be affected.
11. No variation of this Assignment (or of any of the documents referred to in this Assignment) shall be valid unless it is in writing and signed by or on behalf of each Party. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Assignment, nor shall it affect any rights, obligations or liabilities under or pursuant to this Assignment which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Assignment shall remain in full force and effect, except and only to the extent that they are so varied.
12. No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Assignment will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Assignment are cumulative and not exclusive of any rights or remedies provided by law.
13. This Assignment constitutes the entire agreement and understanding between the Parties in connection with the subject matter of this Assignment and supersedes all previous proposals, representations, warranties, agreements or undertakings relating thereto whether oral, written or otherwise and (save as expressly provided or reserved herein) neither Party has relied on any such proposals, representations, warranties, agreements or undertakings.
14. This Assignment may be executed and delivered in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Any Party may enter into this Assignment by signing any such counterpart (which may include counterparts delivered by electronic transmission, with originals to follow) and each counterpart shall be as valid and effectual as if executed as an original.

15. This Assignment shall be binding on and shall enure for the benefit of each Party's successors and assigns. Any reference in this Deed to any of the Parties shall be construed accordingly. No Party may assign or transfer all or part of its rights or obligations under this Deed without the prior written consent of the other Parties
16. Each of the Parties shall bear its own legal and professional fees, costs and expenses incurred in the negotiation, preparation, execution and completion of this Assignment. The stamp duty incurred in connection with this Assignment (if applicable) shall be borne by the Assignor and the Assignee in equal shares.
17. This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Singapore.
18. In the event of any dispute, controversy, difference, conflict or claim arising out of or relating to this Assignment or its performance, including without any limitation any question regarding its existence, validity, or claim for unlawful act under applicable law (a "**Dispute**"), such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (the "**SIAC**") in accordance with the Arbitration Rules of the SIAC as amended from time to time (the "**Rules**"), which Rules are deemed to be incorporated by reference in this Clause 18. The tribunal shall consist of a single arbitrator to be appointed by the chairman of the SIAC for the time being. The seat or legal place of arbitration shall be Singapore. The arbitration shall be conducted wholly in the English language. The decision of the arbitrator shall be final and binding upon the Parties. Any notice of arbitration, response, or other communication given to or by a Party to the arbitration must be given and deemed received in accordance with the Rules.

SCHEDULE

Patents


All registered, pending applications, and unregistered patents will be transferred including, but not limited to:

Type	Mark / Title of Invention	Class	Country	Registration No.	Applicant	Expiry Date	Status
Design	HANDLES FOR MANIPULATING ICE TRAY COVERS	15-07	US	D908,747S	Ying Zhao 1012, Building A, No. 2, Nanguang Road, Meiliwan Commercial and Residential Building, Nanshan District, Shenzhen, CHINA	26 January 2036	Registered
Design	ICE MOLD TRAY	15-07	US	D923,067S	Ying Zhao 1012, Bldg. A, Meiliwan No. 2, Nanguang Rd. Nanshan Dist, Shenzhen, guangdong CHINA 518000	22 June 2036	Registered

Trademark

All registered, pending applications, and unregistered or common law trademarks will be transferred including, but not limited to:

USA

Type	Mark / Title of Invention	Class	Specification	Country	Registration No.	Applicant	Expiry Date	Status
Trademark		21	Atomizers for household use; Baking dishes; Baking mats; Bottle openers; Brushes for pets; Cake molds; Cake pans; Candle jars; Candlesticks; Chocolate molds; Coffee services; Cookery molds; Crockery, namely, pots, dishes, drinking cups and saucers, bowls, serving bowls and trays; Cup cake molds; Dishware; Drinking flasks; Drinking vessels; Egg rings; Electric combs; Feeding vessels for pets; Flour sifters; Grooming tools for pets, namely, combs and brushes; Hair brushes; Hand-operated coffee grinders and pepper mills; Household containers for foods; Ice cream scoops; Ice cube trays; Make-up brushes; Oven	US	5165112	Ying Zhao (Individual, China) 1012, Bldg. A, Meiliwan Shangzhu Lou, No. 2, Nanguang Rd. Nanshan, Shenzhen CHINA 518055	21 March 2027	Registered

			mitts; Ovenware; Pancake molds; Rails and rings for towels; Reusable ice cubes; Scoops for the disposal of pet waste; Silicone baking cups; Silicone cupcake baking liners; Silicone muffin baking liners; Soap dispensers; Tea sets; Towel rails and rings					
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Other Intellectual Property Rights

All other Intellectual Property Rights, where:

“**Intellectual Property Rights**” means the patents (which includes divisionals, non-provisionals, reissues, continuations, continuations-in-part, renewals and/or extensions thereof), trademarks, service marks, copyright, Know how, design rights, database rights, rights in software, rights in designs and inventions, trade secrets, confidential information, trade and business names and brands, internet domain names, any application (whether pending, in process or issued) for any of the foregoing and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed owned, used or held for use by the Assignor in connection with the Assignor’s business; and

“**Know-how**” includes any methods, techniques, processes, discoveries, inventions, innovations, expertise, unpatentable processes, procedures, technical information, specifications, recipes, formulae, designs, plans documentation, drawings, data and other technical information.


IN WITNESS whereof this Assignment has been executed and delivered on the date stated at the beginning of this Assignment.

ASSIGNOR

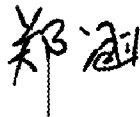
Executed and delivered as a deed by)

赵莹 (Ying Zhao))

DocuSigned by:


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DocuSigned by:

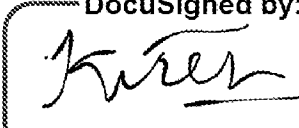

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Name of Witness: Zheng Han

Address: Shenzhen city

ASSIGNEE

Executed and delivered as a deed by)
)
Kiren Navin Tanna)
for and on behalf of)
UNA BRANDS SPV 16 PTE. LTD.)
in accordance with Section 41B of the)
Companies Act of Singapore (Cap. 50))

DocuSigned by:

EC696D080BCF460...
Director
Name: Kiren Tanna

DocuSigned by:

41EA21B0FFCE41D...
Name of Director/Secretary/Witness: Kushal Patel

Address: 101 Prince Charles Crescent, #17-05, Singapore, 159017