

## ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into as of June 26, 2017 by and between Focus Brand Limited ("Focus"), a Hong Kong company, on the one hand, and Banzai International Limited ("Banzai"), a Hong Kong company, on the other hand.

### RECITALS

A. Focus is the exclusive owner of the children's water sprinkler toy, the "Wigglin' Water Sprinkler," hereinafter referred to as the "Wigglin' Water Sprinkler," and all proprietary and intellectual property rights therein. The Wigglin' Water Sprinkler is depicted in the photographs attached as Exhibit A.

B. Focus is the exclusive owner of the children's water sprinkler toy, the "Cyclone Spin Sprinkler," hereinafter referred to as the "Cyclone Spin Sprinkler," and all proprietary and intellectual property rights therein. The Cyclone Spin Sprinkler is depicted in the photographs attached as Exhibit B.

C. Focus is the exclusive owner of the photograph attached as Exhibit C, hereinafter referred to as the "WW Demo Photo," and all proprietary and intellectual property rights therein.

D. Focus is the exclusive owner of the photograph attached as Exhibit D, hereinafter referred to as the "Wigglin' Water Sprinkler Packaging," and all proprietary and intellectual property rights therein.

E. Focus is the exclusive owner of the photograph attached as Exhibit E, hereinafter referred to as the "Cyclone Spin Sprinkler Packaging," and all proprietary and intellectual property rights therein.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms and material representations set forth herein, the Parties agree as follows:

1. **Assignment.** Focus hereby assigns to Banzai any and all of Focus's ownership, rights, title and interest, including intellectual property rights under United States law and goodwill associated therewith, in and to the Wigglin' Water Sprinkler, Cyclone Spin Sprinkler, WW Demo Photo, Wigglin' Water Sprinkler Packaging, and Cyclone Spin Sprinkler Packaging. Focus also assigns to Banzai any and all ownership, rights, title and interest in and to any claims and causes of action, accrued or unaccrued, relating to the Wigglin' Water Sprinkler, Cyclone Spin Sprinkler, WW Demo Photo, Wigglin' Water Sprinkler Packaging, and Cyclone Spin Sprinkler Packaging, including claims against Dollar General Corporation and any other appropriate persons or entities. Pursuant to this assignment, Banzai may sue Dollar General Corporation and any other appropriate persons or entities in its own name. Further, Focus hereby grants to Banzai the right to itself assign all of rights assigned under this Assignment Agreement.

2. **Attorney's Fees and Costs.** Banzai shall advance all fees and costs incurred in prosecuting the assigned claims.

3. **Authority to Settle.** Banzai shall have sole authority and discretion to direct the litigation of the assigned claims, including dismissal, settlement or pursuit through trial.

4. **Cooperation.** Focus agrees to cooperate with Banzai in connection with the prosecution of any of the claims assigned in accordance with this Agreement, and to

execute any further documents necessary to carry out the terms of this Agreement or in connection with any of the claims assigned in accordance with this Agreement. This cooperation shall include providing all relevant documents and making witnesses available for preparation and for testimony.

**5. Representations and Warranties.**

(a) Each person executing this Agreement warrants that he or she has, from the Party or Parties on whose behalf the person is executing this Agreement, the authority to so execute.

(b) Each Party has carefully read and reviewed this Agreement and understands it fully, and each Party specifically does not rely upon any statement, representation, legal opinion, accounting opinion or promise of any other Party or any person representing such other Party, in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.

(c) Each Party has made all necessary investigations of the law and facts pertaining to this Agreement and of all matters pertaining thereto. Each Party has been represented by competent counsel of its own choosing, which counsel has provided such Party any and all advice on this Agreement as such counsel and such Party deems necessary or appropriate. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by each Party executing this Agreement.

(d) This Agreement is the result of extensive, arms' length negotiation between the Parties.

(e) Each Party represents and warrants that it has not assigned to any third party any actual or potential claim or any portion of any actual or potential claim against any other Party assigned pursuant to this Agreement.

6. **Integration.** This Agreement is a single integrated, written contract expressing the Parties' entire agreement relative to the subject matter hereof. No recitals, covenants, agreements, representations or warranties of any kind whatsoever have been made or have been relied upon by any Party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been or are merged and integrated into, and are superseded by, this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and all of their successors, predecessors, heirs and assigns.

8. **Notices.** Subject to the right of each Party to change this notice designation by written notice to the other, all notices under this Agreement must be sent via overnight or hand delivery as follows:

<b>To Focus:</b> Carlos Eaklama FOCUS BRAND LIMITED Block B, 18/F Fok Ying Building 379-381 Kings Road Hong Kong	<b>To Banzai:</b> Denny Cheng Banzai International Limited Room 903, 9/F Dannies House 20 Luard Road Wanchai, Hong Kong
---	--

9. **Construction of Agreement.** This Agreement will be construed as a whole according to its fair meaning, and as if drafted equally by all Parties. The language of this Agreement will not be construed for or against any Party. No provision of this Agreement will be construed against any Party by virtue of the activities of that

Party or the Party's attorneys. The headings used in this Agreement are for reference only and do not affect the construction of the Agreement.

10. **Severability**. The Parties hereto covenant and agree that in the event that any provision of this Agreement should be held by a court of competent jurisdiction to be void, voidable, illegal or unenforceable in any respect, the remaining portions thereof and provisions hereof will nevertheless remain in full force and effect as if such void, voidable, illegal or unenforceable provision had never been contained in this Agreement.

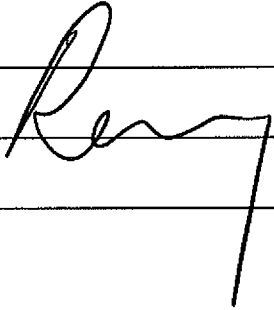
11. **Waiver**. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision hereof will not be deemed to be a waiver of any other breach of the Agreement.

12. **Governing Law**. This Agreement will be construed in accordance with, and governed by, the laws of California, and the venue for enforcement of this Agreement will be the Superior Court of California, County of Los Angeles.

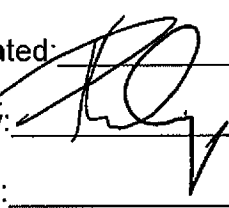
13. **Execution in Counterparts**. This Agreement may be executed and delivered in two or more counterparts, each of which, including but not limited to pages transmitted by facsimile or e-mail, when so executed and delivered, will be deemed to be an original. Because time is of the essence, the Parties agree to accept and exchange by facsimile or e-mail the signature pages of this Agreement with the originals to follow. This Agreement will be deemed effective upon the exchange of such fax or e-mail signature pages.

IN WITNESS WHEREOF, the Parties hereto each have executed this Agreement, effective as of the date set forth above.

Focus Brand Limited

Dated: \_\_\_\_\_  
By:  \_\_\_\_\_  
Its: \_\_\_\_\_

Banzai International Limited

Dated: \_\_\_\_\_  
By:  \_\_\_\_\_  
Its: \_\_\_\_\_