

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alibaba.com Corporation		10/19/2007	CORPORATION: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alibaba.com Limited		
<b>Street Address:</b>	Fourth Floor, One Capital Place, P.O. Box 847GT		
<b>City:</b>	Grand Cayman		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2841362	TRUSTPASS	
Registration Number:	2888518	TRUSTPASS	
Registration Number:	2846249	TRUSTPASS	
Registration Number:	2888519	TRUSTPASS	
Serial Number:	77214399	GOLD SUPPLIER	
Serial Number:	78649982	GLOBAL TRADE STARTS HERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademark@fenwick.com		
<b>Correspondent Name:</b>	Connie L. Ellerbach		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 2:</b>	Silicon Valley Center		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	26321-00070		

CH \$165.00 2841362

DOMESTIC REPRESENTATIVE


Name: Connie L. Ellerbach  
Address Line 1: 801 California Street  
Address Line 2: Silicon Valley Center  
Address Line 4: Mountain View, CALIFORNIA 94041

NAME OF SUBMITTER:	Connie L. Ellerbach
Signature:	/cle1087/
Date:	11/07/2007

**Total Attachments: 14**

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I hereby certify that this copy is a true and complete copy of the original.



OCTOBER 19, 2007

Dated 18 OCT 2007

**TAY LI LENG**  
Solicitor  
Freshfields Bruckhaus Deringer  
Hong Kong SAR

**ALIBABA.COM CORPORATION**

**ZHEJIANG ALIBABA E-COMMERCE CO., LTD.**

and

**ALIBABA.COM LIMITED**

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**ASSIGNMENT OF TRADEMARKS**

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**FRESHFIELDS BRUCKHAUS DERINGER**

**TRADEMARK**  
**REEL: 003656 FRAME: 0759**

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This ASSIGNMENT OF TRADEMARKS is made on October 19, 2007 and comes into force from October 10 2007

**BETWEEN**

1. **ALIBABA.COM CORPORATION**, an exempted company established and registered under the laws of the Cayman Islands with limited liability and having its registered office at Trident Trust Company (Cayman) Limited, Fourth Floor, One Capital Place, P.O. Box 847, Grand Cayman, Cayman Islands;

2. **ZHEJIANG ALIBABA E-COMMERCE CO., LTD.**, a company incorporated under the law of PRC with limited liability and having its registered address at 9/F., Huaxing Technology Mansion, 477 Wensan Road, West Lake District, Hangzhou, PRC; and

(each and together *Assignor*)

3. **ALIBABA.COM LIMITED** (*Assignee*), an exempted company incorporated under the laws of the Cayman Islands with limited liability and having its registered address at its registered address at Trident Trust Company (Cayman) Limited, Fourth Floor, One Capital Place, P.O. Box 847GT, Grand Cayman, Cayman Islands.

(together, the *parties*).

**WHEREAS**

A. The Assignor is the registrant or applicant of the trademarks applied for, or registered with the trademark authorities in various jurisdictions, the particulars of which are set out in Schedule 1 (*Trademarks*).

B. The Assignee and its group members are engaged in the business of owning and operating an Internet-based business to business platform being an electronic market place where buyers can source products and suppliers can market their products and capabilities to buyers (the *B2B Business*).

C. The parties agree that the Trademarks are specific to the B2B Business. The Assignor assigns or has assigned the Trademarks to the Assignee on the terms of this agreement.

**IT IS AGREED** as follows:

**1. ASSIGNMENT OF TRADEMARKS**

1.1 Assignor assigns to Assignee all of its right, title and interest in the Trademarks, together with all the rights and powers conferred on the proprietor of the Trademarks by the granting of the trademark registration.

1.2 Assignor shall, without unreasonable delay, do all such further acts, including executing such documents, forms, or authorisations and take all other necessary steps to give effect to the assignment in Clause 1.1.

1.3 Assignee may, at its sole discretion and expense, select and entrust trademark agencies to assist in the processing of the trademark authorities' approval of the assignment of the Trademarks.

1.4 The parties agree that, to the extent that the local laws require that the assignment of the Trademarks contemplated under this agreement shall enter into effect only upon approval issued by the trademark authorities, as these Trademarks are concerned and as between them, the Trademarks shall be treated as if such assignment has taken place and, at the request of Assignee, Assignor agrees to do any acts and submit any documents to any relevant authorities that evidence the agreement between the Assignor and the Assignee to assign the Trademarks to Assignee. Assignor authorizes Assignee to use the Trademarks on an exclusive and royalty-free basis until the assignment of the relevant Trademarks is approved by the relevant trademark authorities.

1.5 From the date of this agreement until the date of approval by the trademark authorities of the assignment of the Trademarks to Assignee, on request and at the expense of Assignee, Assignee shall have all right to, and Assignor shall do all reasonable acts and submit any relevant documents in its possession or control that will permit Assignee to effectively prosecute infringers of the Trademarks through judicial or administrative channels in the relevant jurisdiction.

## **2. CONSIDERATION**

2.1 The assignment of the Trademarks is made in consideration of the mutual promises exchanged under this agreement.

2.2 The fees of any official trademark agencies selected by Assignee in accordance with Clause 1.3, official fees payable to the trademark authorities and any other fees associated with the transfer of the Trademarks shall be borne by the Assignee.

## **3. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ASSIGNOR BE LIABLE TO ASSIGNEE OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ASSIGNOR HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## **4. GOVERNING LAW AND JURISDICTION**

4.1 This agreement and its interpretation and application shall exclusively be governed by the laws of Hong Kong.

4.2 This agreement and the relationship among all parties regarding the Trademarks shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

4.3 Any dispute, controversy or claim arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be settled through friendly consultations between the parties. In the event that no settlement is reached within 30 days from the date of notification by either party to the other that it intends to submit a dispute, controversy or claim to arbitration then such dispute, controversy or claim shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of applying for arbitration and as may be amended by the rest of this clause. The arbitral award shall be final and binding upon the parties.

4.4 The arbitration institute shall be the Hong Kong International Arbitration Centre (*HKIAC*). The place of arbitration shall be Hong Kong. The language of the arbitration shall be English. The tribunal shall consist of three arbitrators. Two arbitrators shall be selected by the respective parties. The presiding arbitrator shall be selected by agreement between the parties or, failing agreement within 20 days of the appointment of the two party-nominated arbitrators, by *HKIAC*.

## 5. VALIDITY

5.1 The assignment of each Trademark shall be effective as at the effective date of this agreement, but to the extent that it is required by the local laws, the assignment of each relevant Trademark shall be effective as at registration of the assignment by the trademark authorities.

## 6. NOTICE

6.1 Each notice, demand or other communication given or made under this agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other parties):

To: ALIBABA.COM Corporation  
2403-05, Jubilee Centre, 18 Fenwick Street, Wanchai, Hong Kong  
Attention: Legal Department  
Fax Number: (+852) 2215 5211

To: Zhejiang ALIBABA E-Commerce Co., Ltd.  
9/F., Huaxing Technology Mansion, 477 Wensan Road,  
West Lake District, Hangzhou, PRC  
Attention: Legal Department  
Fax Number: (+86) 571 88157868

To: Alibaba.com Limited  
20/F, Jubilee Centre, 18 Fenwick Street, Wanchai, Hong Kong  
Attention: Legal Department  
Fax Number: (+852) 2215 5312

6.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address either by registered mail or international courier, as confirmed by a signed acknowledgement of receipt and (b) if given or made by fax, when despatched with a confirmed transmission report.

## 7. MISCELLANEOUS

7.1 No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this agreement shall impair such right or remedy, or operate or be construed as a waiver or variation of it, or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

7.2 No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of both parties.

7.3 If and to the extent that any provision of this agreement is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement.

7.4 This agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this agreement.

7.5 This agreement may be written in a Chinese version and in an English version. If there are any conflicts between the English and Chinese versions, the English version shall prevail.

7.6 This agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

7.7 This is the last operative provision preceding the execution clause.



IN WITNESS WHEREOF this agreement has been signed by the authorised representatives of the parties on the day and year first written above.

SIGNED by )  
Joseph Tsai )  
on behalf of )  
ALIBABA.COM CORPORATION )



SIGNED )  
on behalf of )  
ZHEJIANG ALIBABA E-COMMERCE )  
CO., LTD. )

















SIGNED by )  
Joseph Tsai )  
on behalf of )  
ALIBABA.COM LIMITED )



**SCHEDULE 1**  
**TRADEMARKS**


**Registrations:**

<u>Trademark</u>	<u>Registration No.</u>	<u>Renewal Date</u>	<u>Class</u>	<u>Place of Registration</u>
	1964506	02/02/2013	35	PRC
	3130729	20/08/2013	41	PRC
	3130733	13/07/2013	42	PRC
	1964499	20/02/2014	35	PRC
	3130728	27/09/2013	41	PRC
	3130732	27/09/2013	42	PRC
	3130730	13/03/2016	41	PRC
	3130731	27/09/2015	42	PRC
	3796323	20/03/2016	35	PRC
	3796319	06/11/2015	9	PRC
	2004B04146	18/07/2009	35	Hong Kong
	2003B13372	18/07/2009	42	Hong Kong
	2004B04023	18/07/2009	35	Hong Kong
	2003B13373	18/07/2009	42	Hong Kong

	200404147	18/07/2009	35	Hong Kong
	200313374	18/07/2009	42	Hong Kong
	2004B04148	18/07/2009	35	Hong Kong
	2003B13375	18/07/2009	42	Hong Kong
	2004B04149	18/07/2009	35	Hong Kong
	2003B13376	18/07/2009	42	Hong Kong
	300114984	20/11/2013	9, 35, 38, 42	Hong Kong
商机直通车	T03/19600H	12/11/2013	9	Singapore
商机直通车	T03/19601F	12/11/2013	35	Singapore
商机直通车	T03/19602D	12/11/2013	38	Singapore
商机直通车	T03/19603B	12/11/2013	42	Singapore
TRUSTPASS	2,841,362	11/05/2014	9	United States
TRUSTPASS	2,888,518	28/09/2014	35, 36, 38, 42	United States
	2,846,249	25/05/2014	9	United States
	2,888,519	28/09/2014	35, 36, 38, 42	United States
GLOBAL TRADE STARTS HERE	1086550	18/11/2015	35, 36, 38, 42	Australia
STARTS HERE	4993123	06/12/2016	35, 36, 38, 42	Japan
GLOBAL TRADE STARTS HERE	T05/23402J	18/11/2015	42	Singapore

GLOBAL TRADE STARTS HERE	T05/23396B	18/11/2015	35	Singapore
GLOBAL TRADE STARTS HERE	T05/23399G	18/11/2015	36	Singapore
GLOBAL TRADE STARTS HERE	T05/23401B	18/11/2015	38	Singapore
GLOBAL TRADE STARTS HERE	1247833	15/01/2017	36	Taiwan
GLOBAL TRADE STARTS HERE	1247891	15/01/2017	38	Taiwan
GLOBAL TRADE STARTS HERE	1248004	15/01/2017	42	Taiwan
GLOBAL TRADE STARTS HERE	1263399	15/05/2017	35	Taiwan
GLOBAL BUSINESS TO BUSINESS E-MARKET!	469431	21/01/2010	35	Indonesia

**Applications:**

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Class</u>	<u>Place of Application</u>
	5154906	13/02/2006	9	PRC
诚信通	5154904	13/02/2006	9	PRC
诚信通	5154903	13/02/2006	35	PRC
TRUSTPASS	5154905	13/02/2006	9	PRC
TRUSTPASS	1964503	20/08/2001	35	PRC
中国供应商	5674300	23/10/2006	9	PRC
中国供应商	5674299	23/10/2006	35	PRC
中国供应商	5674298	23/10/2006	42	PRC
速 <sup>®</sup> 齐	5960102	26/03/2007	9	PRC
速 <sup>®</sup> 齐	5960101	26/03/2007	35	PRC
速 <sup>®</sup> 齐	5960100	26/03/2007	38	PRC
速 <sup>®</sup> 齐	Awaiting official filing receipt from the PRC Trademark Office	Awaiting official filing receipt from the PRC Trademark Office	39	PRC



5960098	26/03/2007	41	PRC
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Awaiting official filing receipt from the PRC Trademark Office	Awaiting official filing receipt from the PRC Trademark Office	42	PRC
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商机直通车	3796322	12/11/2003	42	PRC
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	4006398	09/04/2004	9	PRC
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	4006388	09/04/2004	35	PRC
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	4006386	09/04/2004	36	PRC
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	4006384	09/04/2004	38	PRC
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	4006382	09/04/2004	39	PRC
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	4006380	09/04/2004	41	PRC
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	4005983	09/04/2004	42	PRC
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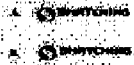

smatching	5960121	26/03/2007	9	PRC
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smatching	5960120	26/03/2007	35	PRC
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smatching	5960119	26/03/2007	38	PRC
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smatching	5690118	26/03/2007	39	PRC
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smatching	5960117	26/03/2007	41	PRC
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		Awaiting official filing receipt from the PRC Trademark Office	Awaiting official filing receipt from the PRC Trademark Office	42	PRC
	300855540	20/04/2007		9, 35, 38, 39, 41, 42	Hong Kong
	300855531	20/04/2007		9, 35, 38, 39, 41, 42	Hong Kong
GOLD SUPPLIER	6039655	26/06/2007		9, 35, 36, 38, 41, 42	European Union (CTM)
GOLD SUPPLIER	300897968	25/06/2007		9, 35, 36, 38, 41, 42	Hong Kong
GOLD SUPPLIER	T07/14251D	25/06/2007		9	Singapore
GOLD SUPPLIER	T07/14252B	25/06/2007		35	Singapore
GOLD SUPPLIER	T07/14253J	25/06/2007		36	Singapore
GOLD SUPPLIER	T07/14254I	25/06/2007		38	Singapore
GOLD SUPPLIER	T07/14255G	25/06/2007		41	Singapore
GOLD SUPPLIER	T07/14256E	25/06/2007		42	Singapore
GOLD SUPPLIER	(96) 29851	25/06/2007		9, 35, 36, 38, 41, 42	Taiwan
GOLD SUPPLIER	77/214399	25/06/2007		9, 35, 36, 38, 41, 42	United States
GLOBAL TRADE STARTS HERE	827,967,896	06/12/2005		35	Brazil
GLOBAL TRADE STARTS HERE	827,967,780	06/12/2005		36	Brazil

GLOBAL TRADE STARTS HERE	827,967,772	06/12/2005	38	Brazil
GLOBAL TRADE STARTS HERE	827,967,888	06/12/2005	42	Brazil
GLOBAL TRADE STARTS HERE	1,282,832	29/11/2005	35, 36, 38, 42	Canada
GLOBAL TRADE STARTS HERE	4,736,121	22/11/2005	35, 36, 38, 42	European Union (CTM)
GLOBAL TRADE STARTS HERE	1400592	22/11/2005	35, 36, 38, 42	India
GLOBAL TRADE STARTS HERE	78/649,982	14/06/2005	35, 36, 38, 42	United States
GLOBAL TRADE STARTS HERE	4-2005-17,046	14/12/2005	35, 36, 38, 42	Vietnam