

**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>
Tao Bao Holding Limited		05/18/2009	CORPORATION: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alibaba Group Holding Limited		
<b>Street Address:</b>	One Capital Place, P.O. Box 874		
<b>Internal Address:</b>	Fourth Floor		
<b>City:</b>	Grand Cayman		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78884608	HK HONG KONG STREET	
<b>Serial Number:</b>	78855845	HK	
<b>Serial Number:</b>	77348404		
<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>	trademarks@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>	25241-00070		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$90.00 78884608

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: 06/02/2009

**Total Attachments: 22**

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May 18, 2009

**TAO BAO HOLDING LIMITED**

**and**

**ALIBABA GROUP HOLDING LIMITED**

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**ASSIGNMENT OF TRADE MARKS**

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This ASSIGNMENT OF TRADEMARKS is made May 18 , 2009 and comes into force from May 7, 2009.

**BETWEEN**

1. **TAO BAO HOLDING LIMITED** (*Assignor*), a company established and registered under the laws of the Cayman Islands with limited liability and having its registered office at Fourth Floor, One Capital Place, P.O. Box 847GT, Grand Cayman, Cayman Islands; and
2. **ALIBABA GROUP HOLDING LIMITED** (*Assignee*), an exempted company established and registered under the laws of the Cayman Islands with limited liability and having its registered office at Fourth Floor, One Capital Place, P.O. Box 847, Grand Cayman, Cayman Islands.

(together, the *parties*)

**WHEREAS**

- A. It is the intention of the parties that the Assignee shall be the owner of the trademarks, domain names, and internet keywords which are or may in future be used by the members of the Assignee's group (including Assignor and its group), except for the trademarks or domain names which are or may in future be necessary for Assignor to retain in connection with certain PRC or other legal or regulatory requirements.
- B. 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*).
- C. The Assignor shall assign or have assigned the Trademarks to the Assignee.

**IT IS AGREED** as follows:

1. **ASSIGNMENT OF TRADEMARKS**
  - 1.1 Assignor assigns to Assignee all of its rights, 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 authorizations and take all other necessary steps to give effects to the assignment in Clause 1.1.
  - 1.3 Assignee may, in 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 of the trademark authorities of the assignment of the Trademarks to Assignee, on request and at the expense of Assignee, Assignee shall have all rights 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 jurisdictions.

## **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 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 parties 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 on 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 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 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 of 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 GROUP HOLDING LIMITED  
c/o 24/F, Jubilee Centre, 18 Fenwick Street, Wanchai, Hong Kong.  
Attention: Legal Department  
Fax Number: (+852) 2215 5211

To: TAO BAO HOLDING LIMITED  
c/o 24/F, Jubilee Centre, 18 Fenwick Street, Wanchai, Hong Kong.  
Attention: Legal Department  
Fax Number: (+852) 2215 5211

- 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 dispatched 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 to 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 authorized representatives of the parties on the day and year first written above.

SIGNED by Joseph C. Tsai )

duly authorised for and on behalf of )

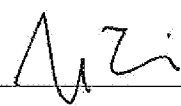
**TAO BAO HOLDING LIMITED** )

in the presence of: )

  
..... )  
Signature of witness )

..... )  
Timothy A. Steinert )

..... )  
Name of witness (block letters) )

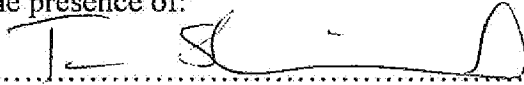
  
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SIGNED by Joseph C. Tsai )

duly authorised for and on behalf of )

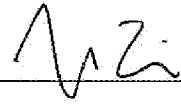
**ALIBABA GROUP HOLDING LIMITED** )

in the presence of: )

  
..... )  
Signature of witness )

..... )  
Timothy A. Steinert )



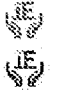





..... )  
Name of witness (block letters) )





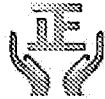
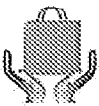


  
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**SCHEDULE 1**

**THE TRADEMARKS**

**A. Applications**

<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Application No.</u>	<u>Filing Date</u>
European Union (CTM)		9, 35, 38, 42	6725964 [Under Opposition]	05-Mar-08
Hong Kong		35	301141749	17-Jun-08
Hong Kong		35	301141758	17-Jun-08
Hong Kong		35	301141767	17-Jun-08
Hong Kong		35	301141776	17-Jun-08
Singapore		35	T08/08142Z	19-Jun-08
Singapore		35	T08/08146B	19-Jun-08
Singapore		35	T08/08137C	19-Jun-08

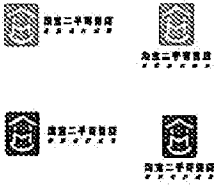

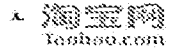








<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Application No.</u>	<u>Filing Date</u>
Taiwan		9, 25, 28, 35, 38, 42	096058690	13-Dec-07
Taiwan	 淘宝二手奢侈品店 T A O B A O	9, 25, 28, 35, 38, 42	096058692	13-Dec-07
Taiwan	 淘宝特约奢侈品店 T A O B A O	9, 25, 28, 35, 38, 42	096058693	13-Dec-07
Taiwan	淘宝网 Taobao.com	9, 35, 38, 42	97010867	12-Mar-07
Taiwan		35	097030251	26-Jun-08
Taiwan		35	097030253	26-Jun-08
Taiwan		35	097030255	26-Jun-08
Taiwan		35	097030257	26-Jun-08
United States		35, 38, 42	78/855,845	15-Apr-06


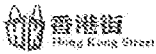



<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Application No.</u>	<u>Filing Date</u>
United States	 香港街 Hong Kong Street	38, 42	78/884,608	16-May-06
United States		9, 25, 28, 35, 38, 42	77/348,404	10-Dec-07

## B. Registrations

<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
European Union (CTM)	 香港街 Hong Kong Street	35, 38, 42	5,326,194	20-Sep-16
European Union (CTM)		9, 25, 28, 35, 38, 42	006504435	31-Dec-17
Hong Kong	TAOBAO	35, 38, 42	300023282	22-May-13
Hong Kong	淘寶 淘寶	35, 38, 42	300023273	22-May-13
Hong Kong	<sup>^</sup> 淘宝网 <sup>b</sup> 淘宝网 <sup>c</sup> 淘寶網 <sup>d</sup> 淘宝网	9, 35, 38, 42	300295524	3-Oct-14
Hong Kong	<sup>a</sup>  <sup>b</sup> 	9, 35, 38, 42	300308790AA	26-Oct-14



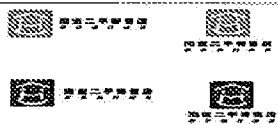

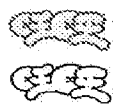
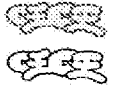
<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Hong Kong	<p>A. </p> <p>B. </p>	9, 35, 38, 42	300308790AB	26-Oct-14
Hong Kong	<p>A. </p> <p>B. </p>	25, 35, 38, 41, 42	300614754	6-Apr-16
Hong Kong	<p>A.  香港街 Hong Kong Street</p> <p>B.  香港街 Hong Kong Street</p>	35, 38, 42	300636462	11-May-16
Hong Kong	<p>A. 淘宝旺铺</p> <p>B. 淘寶旺鋪</p>	35, 38, 42	300911213	11-Jul-17
Hong Kong	<p>A. 淘宝旺铺</p> <p>B. 淘寶旺鋪</p>	9	300943335	28-Aug-17
Hong Kong	<p>A.  Teahoo Cafe</p> <p>B.  Teahoo Cafe</p>	21, 43	300938494	20-Aug-17
Hong Kong	<p>A. 淘寶屋</p> <p>B. 淘宝屋</p>	9, 35, 38, 42	300986185	1-Nov-17
Hong Kong	<p>A.  淘宝大学</p> <p>B.  淘宝大学</p> <p>C. </p> <p>D. </p>	35, 38, 41	300992089	12-Nov-17
Hong Kong	<p></p> <p></p>	9, 25, 28, 35, 38, 42	301011031	10-Dec-17







<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Hong Kong		9, 25, 28, 35, 38, 42	301011013	10-Dec-17
Hong Kong		9, 25, 28, 35, 38, 42	301011022	10-Dec-17
Hong Kong	<p>1.  淘宝网 Taobao.com</p> <p>2.  淘宝网 Taobao.com</p>	9, 35, 38, 42	301029339	9-Jan-18
Hong Kong	<p>A. </p> <p>B. </p>	9, 35, 38, 42,	30030881	26-Oct-14
Japan		35, 38, 42	4997753	20-Oct-16
Japan	 香港街 Hong Kong Street	35, 38, 42	5007271	1-Dec-16
Japan	 淘宝网 Taobao.com	9, 35, 38 & 42	5195935	9-Jan-19
Korea		35	148081	2-May-17
Korea		38	148080	2-May-17

<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Korea		42	165048	15-Apr-18
Korea		42	149345	31-May-17
Singapore	A 淘宝网 B 淘宝网 C 淘寶網 D 淘宝网	9	T04/17940I	21-Oct-14
Singapore	A 淘宝网 B 淘宝网 C 淘寶網 D 淘宝网	35	T04/17941G	21-Oct-14
Singapore	A 淘宝网 B 淘宝网 C 淘寶網 D 淘宝网	38	T04/17942E	21-Oct-14
Singapore	A 淘宝网 B 淘宝网 C 淘寶網 D 淘宝网	42	T04/17943C	21-Oct-14
Singapore		9, 35, 38 & 42	T08/22420D	11-Jan-18
Singapore		9	T04/17658B	18-Oct-14
Singapore		35	T04/17663I	18-Oct-14



<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Singapore	A.  B. 	35	T06/06564H	6-Apr-16
Singapore	A.  B. 	38	T06/06566D	6-Apr-16
Singapore	A.  B. 	42	T06/06567B	6-Apr-16
Singapore	A.  香港街 Hong Kong Street B.  香港街 Hong Kong Street	42	T06/09052I	11-May-16
Singapore	A.  香港街 Hong Kong Street B.  香港街 Hong Kong Street	35 & 38	T08/00647I	18-Jan-18
Singapore	 淘咖啡 Taobao Café	21	T07/17637J	22-Aug-17
Singapore	 淘咖啡 Taobao Café	43	T07/17638I	22-Aug-17
Singapore	淘宝旺铺 淘寶旺鋪	9	T07/18046G	31-Aug-17
Singapore	淘宝旺铺 淘寶旺鋪	35	T07/18047E	31-Aug-17












<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Singapore	淘寶旺鋪 淘寶旺鋪	38	T07/18048C	31-Aug-17
Singapore	淘寶旺鋪 淘寶旺鋪	42	T07/18049A	31-Aug-17
Singapore	 淘寶大學	35, 38 & 41	T07/21822G	14-Nov-17
Singapore		9, 25, 28, 35, 38, 42	T07/23301C	11-Dec-17
Singapore			T0723526A	13-Dec-17
Singapore		9, 25, 28, 35, 38, 42	T0723530Z	13-Dec-17
Singapore		35	T08/08141A	19-Jun-18
Singapore		9	T04/18824F	29-Oct-14
Singapore		35	T04/18825D	29-Oct-14



<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Singapore		38	T04/18826B	29-Oct-14
Singapore		42	T04/18827J	29-Oct-14
Singapore		9	T04/18831I	29-Oct-14
Singapore		35	T04/18832G	29-Oct-14
Singapore		38	T04/18833E	29-Oct-14
Singapore		42	T04/18834C	29-Oct-14
Taiwan	TAOBAO	35	1092807	31-Mar-14
Taiwan	TAOBAO	35	1141389	16-Feb-15
Taiwan	TAOBAO	38	1092808	31-Mar-14

<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Taiwan	TAOBAO	38	1135308	31-Dec-14
Taiwan	TAOBAO	42	1103319	15-May-14
Taiwan	淘寶	35	1092809	31-Mar-14
Taiwan	淘寶	35	1141390	16-Feb-15
Taiwan	淘寶	38	1092810	31-Mar-14
Taiwan	淘寶	38	1135309	31-Dec-14
Taiwan	淘寶	42	1103320	15-May-14
Taiwan	淘寶	35	1092811	31-Mar-14
Taiwan	淘寶	35	1141391	16-Feb-15

<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Taiwan	淘宝	38	1092812	31-Mar-14
Taiwan	淘宝	38	1132678	15-Dec-14
Taiwan	淘宝	42	1103321	15-May-14
Taiwan	淘宝网	9	1166259	31-Jul-15
Taiwan	淘宝网	35	1178296	15-Oct-15
Taiwan	淘宝网	38	1187688	15-Dec-15
Taiwan	淘宝网	42	1178671	15-Oct-15
Taiwan		9	1158240	15-Jun-15
Taiwan		35	1178297	15-Oct-15

<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Taiwan		38	1187689	15-Dec-15
Taiwan		42	1178672	15-Oct-15
Taiwan		25	1254643	15-Mar-17
Taiwan		35	1249501	31-Jan-17
Taiwan		38	1249635	31-Jan-17
Taiwan		41	1255135	15-Mar-17
Taiwan		42	1257301	31-Mar-07
Taiwan	 香港街 Hong Kong Street	35	1237632	15-Nov-16
Taiwan	 香港街 Hong Kong Street	38	1237717	15-Nov-16

<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Taiwan	 香港街 Hong Kong Street	42	1237884	15-Nov-16
Taiwan	淘咖啡 Taobao Café	21, 43	1345457	15-Jan-19
Taiwan	淘寶旺鋪	9, 35, 38, 42	1340968	30-Nov-18
Taiwan	 淘寶	35, 38, 41	1347996	15-Jan-19
Taiwan		35	1329163 [Under Opposition]	15-Sep-18
Taiwan		38	1329443 [Under Opposition]	15-Sep-18
Taiwan		42	1329587 [Under Opposition]	15-Sep-18
Taiwan		9	1170757	31-Aug-15
Taiwan		35	1178343	15-Oct-15

<u>Territory</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Taiwan		38	1182357	15-Nov-15
Taiwan		42	1182497	15-Nov-15

May 18 , 2009

**TAO BAO HOLDING LIMITED**

**and**

**ALIBABA GROUP HOLDING LIMITED**

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**ASSIGNMENT OF TRADE MARKS**

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