

**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 Limited		01/14/2010	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 847		
<b>Internal Address:</b>	Fourth Floor		
<b>City:</b>	George Town, Grand Cayman		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	CORPORATION: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77811141	ALIEXPRESS	
<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>	26321-00070/0715		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Connie L. Ellerbach		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 2:</b>	Silicon Valley Center		

CH \$40.00 77811141

**900152579**

**TRADEMARK  
 REEL: 004134 FRAME: 0338**

Address Line 4: Mountain View, CALIFORNIA 94041

NAME OF SUBMITTER:

Connie L. Ellerbach

Signature:

/cle1087/

Date:

01/20/2010

**Total Attachments: 9**

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January 14<sup>th</sup>, 2010

**ALIBABA.COM LIMITED**

and

**ALIBABA GROUP HOLDING LIMITED**

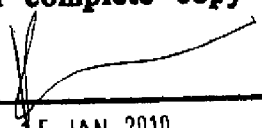
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**ASSIGNMENT OF TRADE MARKS**

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

Dated

  
15 JAN 2010

Law Ka Yan, Karen  
Solicitor  
HKSAR

**TRADEMARK  
REEL: 004134 FRAME: 0340**

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This ASSIGNMENT OF TRADEMARKS is made on January 14<sup>th</sup>, 2010.

**BETWEEN**

1. **ALIBABA.COM 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, George Town, Grand Cayman, Cayman Islands.

(together, the *parties*)

**WHEREAS**

- A. Assignor is the applicant of the trademarks applied for with the trademark authorities in various jurisdictions, the particulars of which are set out in the Schedule (*Trademarks*).
- B. It is the intention of the parties that Assignee shall be the owner of the Trademarks which are or may in future be exclusively used by Assignor and its subsidiaries, except for the trademarks which are or may in future be necessary for Assignor and/or its subsidiary to retain or own in connection with certain legal or regulatory requirements in the People's Republic of China or in any other jurisdiction.
- C. Assignor shall assign or have agreed to assign all rights in and to the Trademarks to Assignee and in accordance with the terms and conditions set out in this agreement.

**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 assignment 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 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.

- 4.3 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.
- 4.4 The submission to jurisdiction pursuant to Clauses 4.2 to 4.3 shall not (and shall not be construed so as to) limit the right of Assignee, including but not limited to, the right to use equitable means by way of an injunction in assistance of the arbitration or court proceedings, to commence any proceeding against Assignor or any other party in whatsoever jurisdictions shall to it seem fit nor shall the taking of any proceeding in any one or more jurisdictions preclude the taking of any proceeding in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of that jurisdiction.

## 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: **ALIBABA.COM LIMITED**  
c/o 22/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.

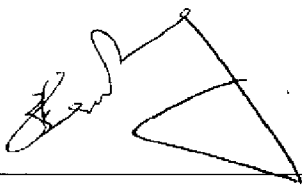
**7. MISCELLANEOUS**

- 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 The parties agree that neither of them may make any statement or announcement regarding this agreement (including the existence thereof) or the business and/or contractual relationship between the parties to any third party, including but not limited to, in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public without the prior written consent of the other party.
- 7.7 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.




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 )  
WONG, LAI KIN ELSA )  
duly authorised for and on behalf of )  
ALIBABA.COM LIMITED )  
in the presence of: )  
..... )  
Signature of witness )  
..... )  
Name of witness (block letters) )












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SIGNED by )  
STEINERT, TIMOTHY ALEXANDER )  
duly authorised for and on behalf of )  
ALIBABA GROUP HOLDING LIMITED )  
in the presence of )  
..... )  
Signature of witness )  
..... )  
Name of witness (block letters) )



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**SCHEDULE**  
**THE TRADEMARKS**

<u>No.</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Class</u>	<u>Application No.</u>	<u>Filing Date</u>
1	Australia	AliExpress	9, 35, 36, 38, 41, 42	1314820	2009.08.11
2	China	Aliexpress Logo <b>Ali  xpress</b>	9	7558746	2009.07.21
3	China	Aliexpress Logo <b>Ali  xpress</b>	16	7558773	2009.07.21
4	China	Aliexpress Logo <b>Ali  xpress</b>	35	7558799	2009.07.21
5	China	Aliexpress Logo <b>Ali  xpress</b>	38	7558836	2009.07.21
6	China	Aliexpress Logo <b>Ali  xpress</b>	41	7558872	2009.07.21
7	China	Aliexpress Logo <b>Ali  xpress</b>	42	7558948	2009.07.21
8	European Union (CTM)	ALIEXPRESS	9, 35, 36, 38, 41, 42	8508566	2009.08.25
9	Hong Kong	AliExpress  AliExpress  ALIEXPRESS  aliexpress	9, 35, 36, 38, 41, 42	301402983	2009.08.10
10	United States	ALIEXPRESS	9, 35, 36, 38, 41, 42	77/811141	2009.08.24

January 14<sup>th</sup>, 2010

**ALIBABA.COM LIMITED**

and

**ALIBABA GROUP HOLDING LIMITED**

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**ASSIGNMENT OF TRADE MARKS**

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