

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boiling Point Restaurant (S.CA), Inc.		03/01/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Boiling Point Group, Inc.		
Street Address:	13668 Valley Blvd., Suite #C2		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91746		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3784325		
CORRESPONDENCE DATA			
Fax Number:	9498639783		
<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:	9498639782		
Email:	dyu@ardentlawgroup.com		
Correspondent Name:	David Yu		
Address Line 1:	2301 Dupont Dr., Suite 510		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	BOILING POINT GROUP		
NAME OF SUBMITTER:	David Yu		
SIGNATURE:	/David Yu/		
DATE SIGNED:	02/24/2016		
Total Attachments: 12			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 1st day of March, 2015 (the "Effective Date") by and between Boiling Point Restaurant (S.CA), Inc., a California corporation ("Assignor") and Boiling Point Group, Inc., a California corporation ("Assignee"). At times herein Assignor and Assignee are referred to individually and collectively as "Party" and "Parties," respectively.

RECITALS

A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office, as listed in **Exhibit A** (collectively the "Marks"), which is attached hereto and incorporated herein by reference;

B. WHEREAS Assignor owns 100% of the outstanding stock of Assignee;

C. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

AGREEMENT

1. **Assignment.** Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. **Assignor's Representations and Warranties.** Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Marks and to all good will associated therewith;

(ii) All registrations for the Marks, where applicable, are currently valid and subsisting and in full force and effect;

(iii) Except as described in **Exhibit B**, which is attached hereto and incorporated herein by this reference, Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;

- (iv) There are no liens or security interests against the Marks;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) Execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Articles of Incorporation or Bylaws.

3. Recordation of Assignment; Further Actions. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in **Exhibit C**. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Payment by Assignor. Within fourteen (14) days of the execution of this Agreement, Assignee will pay Assignor the sum of One-Hundred dollars (\$100.00).

5. Cessation of Use by Assignor. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be authorized by Assignee, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. Applicable Law and Venue. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California, USA, and each of the parties hereto submits to the personal jurisdiction of the courts located in such County.

7. Binding Agreement. All terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective agents, employees, heirs, executors, administrators, affiliates, subsidiaries, associates, employees, successors and assigns.

8. **Separate Counterparts.** This document may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Any executed original counterpart copy hereof, together with the original signature pages or any other executed counterpart copies hereof, shall constitute and be one and the same instrument. A facsimile or email transmission of the executed signature page of this Agreement shall be accepted as, relied upon as, and deemed to be, an original.

9. **Entire Agreement.** This Agreement, together with any related documents executed concurrently herewith or referred to herein, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and any and all prior agreements, understandings or representations are hereby terminated and canceled in their entirety and are of no further force or effect.

10. **Modification; Waivers.** No amendment or modification to this Agreement shall be valid or binding unless it is in writing and executed by each of the parties affected by such amendment or modification. No waiver of any provision of this Agreement shall be valid or binding unless it is signed by the party giving the waiver. No written waiver of a breach of any provision of this Agreement will constitute a waiver of another breach of the same provision or a breach of any other provision of this Agreement.

11. **Captions; Construction.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and not such caption shall control and govern in the construction of this document.

12. **Mutually Drafted.** This Agreement shall be deemed to have been mutually drafted and shall be construed fairly and in accordance with its terms. No party shall be entitled to any presumption or construction in such party's favor as a result of any party assuming the burden of memorializing all parties' agreement or any part thereof.

13. **Survival.** All representations, warranties and covenants contained in this Agreement shall survive the acceptance of the subscription.

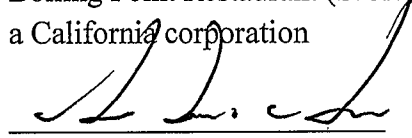
14. **Cumulative Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

“Assignor”

Boiling Point Restaurant (S.CA), Inc.,
a California corporation

By:

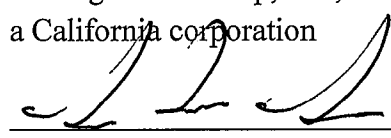


Chi How Chou, President

“Assignee”

Boiling Point Group, Inc.,
a California corporation

By:


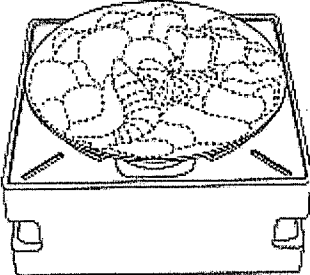



Chi How Chou, President

EXHIBIT A
The Marks

EXHIBIT A

Trademarks and Service Marks

	Description	Registration Number	Application Serial Number	Status	Our Docket Number	Current Owner
1		3784324		Registered	N/A	Boiling Point Corporation
2	沸點	3784325		Registered	N/A	Boiling Point Corporation
3	BOILING POINT	3784327		Registered	N/A	Boiling Point Corporation
4	臭臭鍋	3802381		Registered	N/A	Boiling Point Corporation
5	Mini wok on a box trade dress 	N/A	86228246	Pending	21606-055-07TMK	Boiling Point Corporation
6	沸點	N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation
7		N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation




8		N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation
9		N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation
10		N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation
11	The colors red and black as a trade dress for hot pot restaurants.	N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation

EXHIBIT B

The Marks have been licensed to the following entities:

- Boiling Point Arcadia, Inc., California corporation;
- BP Partners I, Inc., a California corporation;
- Boiling Point Restaurant (WA), Inc., a Washington corporation; and
- Boiling Point Restaurant (BC), Inc., a Canadian corporation

EXHIBIT C
Trademark Assignment Form

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Boiling Point Corporation

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Boiling Point Group, Inc.

Street Address: 13668 Valley Blvd., #C-2

City: City of Industry

State: California

Country: United States of America Zip: 91746

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

86228246

B. Trademark Registration No.(s)

3784324, 3784325, 3784327, 3802381

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Hubert H. Kuo

Internal Address: _____

Street Address: Ardent Law Group, P.C.,

2600 Michelson Dr., Ste. 1700

City: Irvine

State: California Zip: 92612

Phone Number: (949) 863-9782

Docket Number: _____

Email Address: hkuo@ardentlawgroup.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: /s/ Hubert H. Kuo

Signature

May 8, 2015

Date

Hubert H. Kuo, Attorney of Record

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Guidelines for Completing Trademarks Cover Sheets (PTO-1594)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name, Address, Legal Entity Type, and Citizenship of Assignee.

Enter the name and complete address of the first party receiving the interest. If there is more than one receiving party, check the "Yes" box to indicate that additional information is attached and write the wording "See additional sheet" on the citizenship line. On a separate sheet, provide all of the necessary information about the other receiving parties, as explained below. If the receiving party is an **individual**, check the "Individual" box and enter the citizenship of the receiving individual. If the receiving party is a **legal entity**, i.e., corporation, association, limited partnership, etc., designate the legal entity and citizenship of the receiving party by checking the appropriate box and filling in the citizenship information. If a box is not provided for the legal entity, check the "Other" box and write the nature of the legal entity, e.g., limited liability company, trust, estate, etc., and its citizenship. **Information about the entity type and citizenship is mandatory.**

The citizenship of a legal entity is as follows: for a *corporation*, it is the U.S. state (or foreign country) of incorporation; for an *association*, it is the U.S. state (or foreign country) under which it is organized; for a *partnership or joint venture*, it is the U.S. state (or foreign country) under which it is organized, etc. In addition, for a *domestic partnership or domestic joint venture*, the cover sheet must include the names, legal entities, and national citizenship (or the state or country of organization) of *all* general partners or active members that compose the domestic partnership or domestic joint venture. For a *trust or estate*, the same information should be provided. If additional space is needed, check the "Yes" box to indicate that additional information is attached, write the wording "See additional sheet" next to the appropriate entity designation, and provide the required information on the additional sheet.

If the receiving party is not domiciled in the United States, a designation of domestic representative is encouraged. Check the appropriate box to indicate whether or not a designation of domestic representative is attached. Check the "No" box if no information is attached.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, to minimize confusion over dates. In addition, place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. The "Other" box should be checked if the conveying/receiving party is correcting a previously filed document.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. The identification of the trademark should be provided for all properties to avoid recordation against the wrong property. A filing date should be provided only when the application or registration number is unknown. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Item 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Recordation Branch, Randolph Square, Room 5D01, 2800 South Randolph Street, Arlington, VA 22206. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box-1450, Alexandria, VA-22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.