

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
CY IMPORT CORPORATION		04/28/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALL AROUND IMPORT		
<b>Street Address:</b>	13980 Central Avenue		
<b>City:</b>	Chino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91710		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4622174	ACTIVE TRAVELER	
<b>Registration Number:</b>	4411902	TOPLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6268107300		
<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>			
<b>Phone:</b>	626-810-7200		
<b>Email:</b>	jflee@ipfirm.us, dhsu@ipfirm.us		
<b>Correspondent Name:</b>	Jen-Feng Lee, Law Offices of J.F. Lee		
<b>Address Line 1:</b>	17800 Castleton Street, # 560		
<b>Address Line 4:</b>	City of Industry, CALIFORNIA 91748		
<b>ATTORNEY DOCKET NUMBER:</b>	ALL AROUND ASSIGNMT-2MRKS		
<b>NAME OF SUBMITTER:</b>	Jen-Feng Lee		
<b>SIGNATURE:</b>	/jflee/		
<b>DATE SIGNED:</b>	05/02/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

**I. PARTIES:** The parties to this Agreement of Trademark Assignment ("Agreement") are:

- (1) CY IMPORT CORPORATION ("CY IMPORT", or "Assignor"), located at 1130 E Cypress street, Covina, CA 91724.
- (2) ALL AROUND IMPORT ("ALL AROUND" or "Assignee"), located at 13980 Central Avenue, Chino, CA 91710.

**II. RECITALS:** This Agreement is made with reference to the following facts:

1. Assignor owns and uses the US trademarks ("Subject Marks"), identified as follows:

- a. **ACTIVE TRAVELER**, USPTO registration number 4,622,174; registered on October 14, 2014, covering the goods of All purpose sport bags; Athletic bags; Backpacks; Backpacks with rolling wheels; Briefcases; Briefcases for documents; Business cases; Carry-all bags; Carry-on bags; Carrying cases; Carrying cases for documents; Cosmetic bags sold empty; Cosmetic carrying cases sold empty; Courier bags; Document cases; Document suitcases; Duffel bags; Garment bags for travel; Gym bags; Luggage; Luggage and trunks; Non-motorized, collapsible luggage carts; Overnight bags; Overnight cases; Overnight suitcases; Roll bags; Shoulder bags; Sport bags; Suit bags; Tote bags; Travel bags; Travel cases; Trunks and suitcases; Waist bags; Wheeled bags; Wheeled duffel bags; Wheeled tote bags

- b. **TOPLINE**

USPTO registration number 4,411,902, registered on October 1, 2013, covering the goods/services of All purpose sport bags; Athletic bags; Backpacks; Backpacks with rolling wheels; Briefcases; Briefcases for documents; Business cases; Carry-all bags; Carry-on bags; Carrying cases; Carrying cases for documents; Cosmetic carrying cases sold empty; Cosmetic cases sold empty; Courier bags; Document cases; Document suitcases; Duffel bags; Garment bags for travel; Gym bags; Luggage; Luggage and trunks; Non-motorized, collapsible luggage carts; Overnight bags; Overnight cases; Overnight suitcases; Roll bags; Shoulder bags; Sport bags; Suit bags; Tote bags; Travel bags; Travel cases; Trunks and suitcases; Waist bags; Wheeled bags; Wheeled duffel bags; Wheeled tote bags

Assignor's right in said Subject Marks has been exercised in accordance with the rules and laws of trademark in the United States. Assignor has obtained the requisite goodwill as represented and symbolized by Subject Marks in the regular course of business conducts related to the use of Subject Marks.

2. As of April of 2016 (Date of Assignment), Assignee wished and desired to obtain the complete right, including its associated goodwill, residing in said Subject Marks. Assignee further, based on informed decision, is willing to pay to Assignor the amount of consideration as stated herein, to succeed into the right of said Subject Marks.

3. This Assignment Agreement is executed, nunc pro tunc, and is fully reflective of the business transaction of stated herein.

**III. CONSIDERATION:** In consideration of the covenants and conditions contained in this Assignment Agreement and for other good and valuable consideration, and for further specific consideration of ONE dollar (\$1.00) per trademark, the receipt of which is hereby acknowledged, the Assignment is legally effectuated under all applicable laws.

**IV. FURTHER ASSURANCES:** Each of the parties to this Agreement represents, warrants, and agrees with the other parties as follows:

Such party (or the responsible agent thereof) has read this Agreement and understands the content and consulted its legal advisor of its own choice, or none is consulted after informed decision for not doing so.

Such party has the full power and authority to enter into this Agreement.

Such party has obtained all requisite consents and approvals to enter into and consummate this Agreement.

Such party will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Settlement Agreement.

**V. MISCELLANEOUS:** This Agreement is the entire agreement between the parties, with respect to the subject matter hereof and it supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing signed by all parties hereto.


This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

Each party has cooperated in the drafting and preparation of this Agreement. Hence, neither this Agreement nor any part of it shall be construed against either party merely because such party may have drafted all or part of it.

IN WITNESS WHEREOF, the parties hereto have caused Agreement to be executed as shown on the date of each signatures.

Dated: 04.28., 2016

**Assignor.**  
CY IMPORT CORPORATION  
1130 E. Cypress Street  
Covina CA 91724

By:   
Secretary: Shun Ti Chen

Dated: 04.28.2016, 2016

**Assignee**  
ALL AROUND IMPORT  
13980 Central Ave  
Chino, CA 91710

By:   
President: Shun Ti Chen