

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399568

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the typing error of wrong registration #3784325 when it should have been registration #3784327. previously recorded on Reel 005751 Frame 0850. Assignor(s) hereby confirms the conveyance from Boiling Point Restaurant (S.Ca) to Boiling Point Group, Inc. for registration #3784327.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boiling Point Restaurant (S.Ca), Inc.		03/01/2015	Corporation:

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:	3784327	BOILING POINT

CORRESPONDENCE DATA

Fax Number: 9498639783
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.

Phone: 9498639782
Email: dyu@ardentlawgroup.com
Correspondent Name: David Yu
Address Line 1: 2301 Dupont Dr., Suite 510
Address Line 4: Irvine, CALIFORNIA 92612

NAME OF SUBMITTER:	David Yu
SIGNATURE:	/David Yu/
DATE SIGNED:	09/23/2016

Total Attachments: 13

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OP \$40.00 3784327

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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, addressees, or citizenship attached? Yes No

Name: Boiling Point Group, Inc.

Street Address: 13658 Valley Blvd., #C-2

City: City of Industry

State: California

Country: United States of America Zip: 91748

- 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) 86228246 Text

B. Trademark Registration No.(s) 3784324, 3784325, 3784327, 3602381

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.,
2500 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

_____ May 6, 2015

Signature

Date

Hubert H. Kuo, Attorney of Record

Name of Person Signing

Total number of pages, including cover sheet, attachments, and document: 0

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 1460, Alexandria, VA 22313-1460

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.C.A), 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:

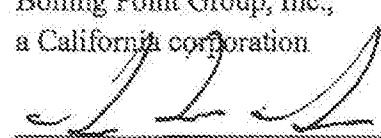
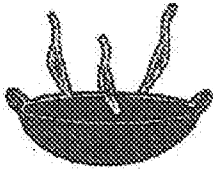

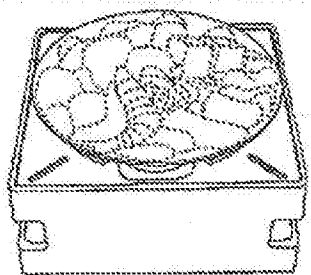
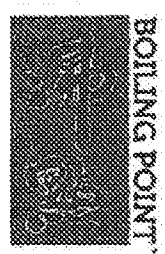

Chi How Chou, President

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		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

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TRADEMARK ASSIGNMENT AGREEMENT