

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405310

<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>
Yiwu Prudential Network Technology Co., Ltd		08/02/2016	Limited Company: CHINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quanshun Communication Technology Co., Ltd.		
<b>Street Address:</b>	Quanshun Bldg., Daxiamei, Nan'an		
<b>City:</b>	Quanzhou, Fujian		
<b>State/Country:</b>	CHINA		
<b>Postal Code:</b>	362302		
<b>Entity Type:</b>	Limited Company: CHINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86735660	TALKPOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	quanshun_sbzr@163.com		
<b>Correspondent Name:</b>	Chen Fenfa		
<b>Address Line 1:</b>	Yaohua Chuangjian Building, Futian Dist.		
<b>Address Line 2:</b>	Room 811		
<b>Address Line 4:</b>	Shenzhen, Guangdong, CHINA 518000		
<b>NAME OF SUBMITTER:</b>	Wu Chunhua		
<b>SIGNATURE:</b>	/ Wu Chunhua/		
<b>DATE SIGNED:</b>	11/14/2016		
<b>Total Attachments: 1</b> source=Talkpod#page1.tif			

OP \$40.00 86735660

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereafter referred to as this "ASSIGNMENT") is made and entered into this 02<sup>nd</sup> day of Aug. 2016, by and between Yiwu Prudential Network Technology Co., Ltd., a Chinese limited Company located in No.140 Qijiguang Road, Choujiang Street Yiwu , Zhejiang CHINA (hereinafter referred to as "Prudential" or "ASSIGNEE") and Quanshun Communication Technology Co., Ltd., a Chinese limited Company located in Quanshun Bldg., Daxiamei, Nan ' an Quanzhou, Fujian, 362302 China (hereinafter referred to as "Quanshun" or "ASSIGNOR") with respect to the trademark talkpod (hereinafter referred to as "MARK"), including, without limitation, all variations thereof and all associated applications and registrations.

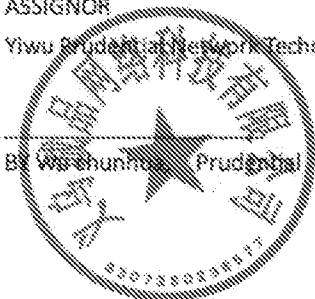
1. For US\$ 100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably and unconditionally assigns and transfers exclusively unto ASSIGNEE, its successors and assigns, all rights, title and interest throughout the world in perpetuity, including all statutory and common law rights, in and to the MARK, together with all goodwill symbolized by or otherwise associated with the MARK and the right to sue, make claims, and recover damages for any past, present or future infringement of the MARK; all of such rights, title and interest to be held and enjoyed by ASSIGNEE, its successors and assigns to the same extent that such would have been held and enjoyed by ASSIGNOR had this agreement not been made. Further, ASSIGNOR hereby expressly acknowledges that all of its uses of the MARK after the Effective Date of this ASSIGNMENT will inure to the sole and exclusive benefits of ASSIGNEE, its successors and assigns.

2. ASSIGNOR hereby represents, warrants and covenants that: (a) ASSIGNOR is the record owner of the MARK, (b) ASSIGNOR has not heretofore assigned, licensed or otherwise transferred the MARK, (c) ASSIGNOR has the power and authority to execute and deliver this ASSIGNMENT and has taken all action necessary to authorize the transactions contemplated hereby and thereby, (d) ASSIGNOR may lawfully and without violating any obligation to any third party sell, convey, transfer, assign and deliver to ASSIGNEE all right, title and interest in and to the MARK, free and clear of all liens, pledges, security interests, restrictions, prior assignments and claims of any kind or rights owned by any third party.

3. ASSIGNEE will defend, indemnify and hold the ASSIGNOR, its officers, directors, equity holders, managers, agents and representatives harmless from and against any claim, suit, loss, damage, demands, injuries or expenses (including reasonable attorneys' fees and disbursements) arising out a breach of ASSIGNEE's representations, warranties, covenants and obligations or caused by merchandise produced by ASSIGNEE or an action by ASSIGNEE.

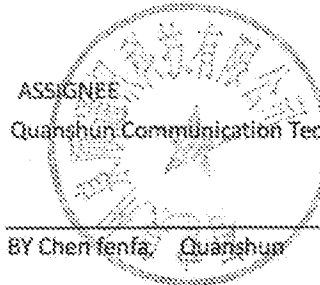
IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have duly executed this Assignment as of the Effective Date.

ASSIGNOR  
Yiwu Prudential Network Technology Co., Ltd.



BY Wu chunhua Prudential

ASSIGNEE  
Quanshun Communication Technology Co., Ltd.



BY Chen fenfa Quanshun