OP \$40.00 86830008

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM409016

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STROTTMAN INTERNATIONAL, INC.		12/14/2016	Corporation: HONG KONG
LOKUMAL & COMPANY (HONG KONG) LIMITED		12/14/2016	Corporation: HONG KONG

RECEIVING PARTY DATA

Name:	LOKUMAL & COMPANY (HONG KONG) LIMITED	
Street Address:	FLAT/ RM 611-3 BLK A 6/F	
Internal Address:	NEW MANDARIN PLAZA 14 SCI. MUSEUM RD	
City:	TST EAST KL	
State/Country:	HONG KONG	
Entity Type:	Corporation: HONG KONG	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86830008	SIPN'SOUND

CORRESPONDENCE DATA

Fax Number: 8436540078

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: 8436540078

Email: info@sausserspurrlaw.com

Correspondent Name: Brent D. Sausser Address Line 1: 2 Rosedale Dr.

Address Line 4: Charleston, SOUTH CAROLINA 29407

NAME OF SUBMITTER:	Brent D. Sausser
SIGNATURE:	/Brent D. Sausser/
DATE SIGNED:	12/15/2016

Total Attachments: 3

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TRADEMARK REEL: 005946 FRAME: 0988

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") made and entered into by and between -

LOKUMAL & COMPANY (HONG KONG) LIMITED, a corporation duly organized and existing under the laws of Hong Kong SAR, with registered address at FLAT/ RM 611-3 BLK A 6/F NEW MANDARIN PLAZA, 14 SCIENCE MUSEUM ROAD TST EAST KL, HONG KONG (hereinafter referred to as "Assignor 1");

STROTTMAN INTERNATIONAL, INC, a corporation duly organized and existing under the laws of Hong Kong SAR, with registered address at SUITE 3-4A TOWER 5 10/F CHINA HONG KONG CITY, 33 CANTON ROAD TSIM SHA TSUI KL, HONG KONG (hereinafter referred to as "Assignor 2");

and

LOKUMAL & COMPANY (HONG KONG) LIMITED, a corporation duly organized and existing under the laws of Hong Kong SAR, with registered address at of FLAT/ RM 611-3 BLK A 6/F NEW MANDARIN PLAZA, 14 SCIENCE MUSEUM ROAD TST EAST KL, HONG KONG (hereinafter referred to as "Assignee");

WHEREAS, Assignors 1 and 2 exclusively and absolutely own the title to and all of the rights, including intellectual property rights ("IPR"), and interest in the trademark registered in the United States of America ("U.S.") with U.S. Serial No. **86830008**, together with the goodwill associated with and symbolized by the said trademark (hereinafter referred to as "Trademark A");

WHEREAS, on the terms set forth below, Assignors 1 and 2 desire to unconditionally and irrevocably assign, transfer and convey, and Assignee desires to acquire, the title to and all such rights, including but not limited to the IPR, interests and goodwill in Trademark A;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties hereby mutually agree as follows:

A. Assignment

That, for valuable consideration in the sum of U.S. DOLLAR ONE, receipt of which is hereby acknowledged by the Assignors 1 and 2 from the Assignee, the Assigners 1 and 2 do hereby unconditionally and irrevocably assign, transfer and convey to the Assignee its title to and all of its rights, including IPR, and interests in Trademark A, together with the goodwill associated with and symbolized by Trademark A, with effect from 14th December 2016

B. Representations and Warranties

Assignors 1 and 2 hereby represent and warrants that:

- 1. Trademark A is free from any and all liens, encumbrances, security interests, or licenses;
- 2. Trademark A does not infringe any rights of a third person;
- 3. Trademark A is validly registered in the U.S..
- 4. Assignors 1 and 2 are the exclusive and absolute owner of the title, rights, IPR, interests, and goodwill in Trademark A;

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- 5. Assignors 1 and 2 have the right, power and authority to assign, transfer and convey its title, rights, IPR, interests and goodwill in Trademark A;
- 6. there is no decision issued, or pending issuance, by a court, whether administrative, civil or criminal, or a government entity or authority against Trademark A or Assignors 1 and 2's title, rights, IPR, interests, and goodwill in Trademark A;
- 7. there is no pending or foreseeable future action, suit or claim against Trademark A or Assignors 1 and 2's title, rights, interests, and goodwill in Trademark A; and
- 8. Assignors 1 and 2 have not sold, assigned, transferred, conveyed, donated, licensed, pledged or mortgaged, or encumbered any or all of its title, rights, interests and goodwill in Trademark A to any third party; and

C. Obligations

Assignors 1 and 2's obligations include, but are not limited to, the following:

- 1. Assignors 1 and 2 shall promptly provide all documents and paperwork necessary or incidental to completing the assignment, including but not limited to filing this Agreement and having it recorded with the United States Patent and Trademark Office ("USPTO").
- 2. Assignors 1 and 2 shall stop using Trademark A after the signing date of this Agreement.
- 3. Assignors 1 and 2 shall fully indemnify, defend and hold harmless Assignee and its directors, officers, employees and agents, from and against any and all claims, demands, damages, expenses, attorney's fees, or liability, of whatever nature and kind, made or asserted against Assignee relating to Trademark A and/or this Agreement.

D. Miscellaneous Provisions

Governing Law and Venue. This Agreement shall be construed and governed by the laws of the U.S.. Any action or suit, including mediation and arbitration proceedings shall be filed with the proper courts of the U.S..

Dispute Resolution. Either party, however, shall not institute any legal or administrative proceeding for claims arising out of a dispute pursuant to this Agreement without first attempting to resolve the dispute through negotiation and, thereafter, non-binding mediation or arbitration.

Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and may not be altered, amended or added to unless such amendment or addition is in writing and signed by both an authorized officer of both Parties. This Agreement shall be deemed to cancel and supersede the terms of all prior written or oral agreements and understandings, if any, between Parties pertaining to Trademark A.

Severability. Each provision contained in this Agreement shall for all purposes be construed to be separate and independent. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement; and the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, it being hereby agreed that such provisions are severable and that this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

This Trademark Assignment Agreement may be executed in counterparts or counterpart signature pages, each of which should be deemed to be an original and together shall constitute a single document.

IN WITNESS WHEREOF, the Assignors 1 and 2 and the Assignee have signed this agreement on the 14^{th} day of <u>December</u> of 2016.

For and on behalf of the Assignor 1 For 2 On Beauty of LOKUMAL & CO. (HK) LTD.	For and on behalf of the Assigned LOKUMAL & CO. (HK) LID.
	Additional Signature
(Name:)	(Name:
For amiron bahathof the Assigned 2	
(Name: N. ROBOX GANNO)	

RECORDED: 12/15/2016

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