

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413634

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/01/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chervon Intellectual Property Limited		01/24/2017	limited company: VIRGIN ISLANDS, BRITISH

RECEIVING PARTY DATA

Name:	Chervon (HK) Limited
Street Address:	138 Gloucester Road
Internal Address:	Room 803B 8/F, Allied Kajima Building
City:	Wanchai
State/Country:	HONG KONG
Entity Type:	Corporation: HONG KONG

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	86623930	ARC LITHIUM
Serial Number:	86731179	KEEP COOL
Serial Number:	86623924	HAMMERHEAD WORK SMARTER
Serial Number:	86623918	BIT GRIP
Serial Number:	86623905	CIRCUIT SENSOR TECHNOLOGY
Serial Number:	86793373	QUICK JUMP
Serial Number:	85001237	
Serial Number:	76662184	SMARTCHIP
Serial Number:	77190231	SMARTCHIP
Serial Number:	86059227	SMARTCHIP

CORRESPONDENCE DATA

Fax Number: 3124568435

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: 312.456.8400

Email: chiipmail@gtlaw.com, matthewsk@gtlaw.com, motej@gtlaw.com,
girouxj@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP

CH \$265.00 86623930

Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 3100
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 078873.031200

DOMESTIC REPRESENTATIVE

Name: Greenberg Traurig, LLP
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 3100
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Jeffrey G. Mote

SIGNATURE: /Jeffrey G. Mote/

DATE SIGNED: 01/25/2017

Total Attachments: 5

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CORRECTIVE TRADEMARK ASSIGNMENT AGREEMENT

THIS CORRECTIVE TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into, *nunc pro tunc*, as of April 1, 2016 (the "Effective Date"), between Chervon Intellectual Property Limited, a British Virgin Islands limited company, having a business address of P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("Assignor") and Chervon (HK) Limited, a Hong Kong corporation, having a business address of 138 Gloucester Road, Room 803B 8/F, Allied Kajima Building, Wanchai, Hong Kong ("Assignee"),

WHEREAS, a Trademark Assignment Agreement was executed on March 31, 2016 ("Original Assignment") to transfer rights in the Trademarks (as defined below) from Assignor to Assignee;

WHEREAS, the Original Assignment incorrectly identified Assignor as a British Virgin Islands Corporation, instead of a British Virgin Islands limited company;

WHEREAS, Assignor and Assignee mutually understand and agree that the Original Assignment effected a full and complete transfer of rights from Assignor to Assignee, but wish to avoid any doubt as to the ownership of the Trademarks;

WHEREAS, Assignor wishes to assign, transfer and convey any and all of its rights to the Trademarks remaining after the Original Assignment; and

WHEREAS, Assignee desires to acquire any and all rights associated with the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have entered into this Agreement, *nunc pro tunc*, as of April 1, 2016.

1. Definition of Trademarks

"Trademarks" means any and all proprietary rights owned by Assignor in the trademarks, including trademark applications and registrations, described in Schedule A attached hereto.

2. Assignment

Assignor hereby assigns to Assignee (i) all of Assignor's right, title, and interest in and to the Trademarks, together with any and all goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and

enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this assignment had not been made.

3. Assistance by Assignor

Upon reasonable request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Trademarks set forth herein, and to vest in Assignee such right, title, and interest in and to the Trademarks as granted to Assignee.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Agreement to take effect as of the Effective Date.

ASSIGNOR:

Chervon Intellectual Property Limited

Execution Date: January 24, 2017
Effective Date: April 1, 2016

By: *[Signature]*
For and on behalf of
Chervon Intellectual Property Limited

Tong Zhong Director
Printed Name and Title of Signing Officer

STATE OF _____ §

§

COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of March, 2016, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that (he/she) is authorized to execute the same on behalf of the identified company and that (he/she) executed the same on behalf of the company for the purposes and consideration therein expressed.

Notary Public, State of _____

Name Printed: _____

My Commission Expires: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Agreement to take effect as of the Effective Date.

ASSIGNEE:

Chervon (HK) Limited of
CHERVON (HK) LIMITED
有限公司

Execution Date: January 24, 2017
Effective Date: April 1, 2016

By: [Signature]
Authorized Signature(s)

Tang Zhong, Executive Vice President
Printed Name and Title of Signing Officer

STATE OF _____ §

§

COUNTY OF _____ §

Before me, the undersigned authority, on this ____ day of March, 2016, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that (he/she) is authorized to execute the same on behalf of the identified company and that (he/she) executed the same on behalf of the company for the purposes and consideration therein expressed.


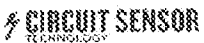

Notary Public, State of _____

Name Printed: _____

My Commission Expires: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE A – TRADEMARKS

Mark	Country	Serial #	Registration #	Registration Date	Class
ARC LITHIUM	US	86623930	-----	-----	9
KEEP COOL	US	86731179	-----	-----	9
HAMMERHEAD WORK SMARTER	US	86623924	-----	-----	7,9
BIT GRIP 	US	86623918	-----	-----	7
CIRCUIT SENSOR TECHNOLOGY 	US	86623905	5065177	October 18, 2016	7
QUICK JUMP	US	86793373	-----	-----	7,9
	US	85001237	4264924	Dec. 25, 2012	7
SMARTCHIP	US	76662184	3292395	Sept. 11, 2007	7
SMARTCHIP	US	77190231	3367331	January 8, 2008	9
SMARTCHIP	US	86059227	4616216	October 7, 2014	7

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