

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464307

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|---|-------------------------------------|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Bill of Sale | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FCC, LLC, d/b/a First Capital | | 06/29/2015 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Shanghai Shenda II LLC | | |
| Street Address: | 512 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85295798 | ICE | |
| Serial Number: | 85295807 | ICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2126436500 | | |
| <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> | | | |
| Phone: | 212-643-7000 | | |
| Email: | pto@sillscummis.com | | |
| Correspondent Name: | Elyse A. Marcus | | |
| Address Line 1: | 101 Park Avenue | | |
| Address Line 2: | 28th Floor | | |
| Address Line 4: | New York, NEW YORK 10178 | | |
| NAME OF SUBMITTER: | Elyse A. Marcus | | |
| SIGNATURE: | /Elyse A. Marcus/ | | |
| DATE SIGNED: | 03/05/2018 | | |
| Total Attachments: 2 | | | |
| source=Bill of Sale_V_1#page1.tif | | | |
| source=Bill of Sale_V_1#page2.tif | | | |

CH \$65.00 85295798

BILL OF SALE

June 29, 2015

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FCC, LLC, d/b/a First Capital (the "Factor"), hereby sell, assign, transfer and convey to Shanghai Shenda II LLC (the "Buyer"), all rights of M.M. and R. Inc. ("Debtor") in and to any and all Subject Assets (as defined in the Foreclosure Agreement (as defined below)) (other than the Excluded Assets (as defined in the Foreclosure Agreement)) which constitute "Collateral" of the Factor, pursuant to Article 9 of the Uniform Commercial Code of the State of New York and the equivalent provisions of each other relevant jurisdiction (collectively, the "UCC"). The Subject Assets are hereby sold, assigned, transferred and conveyed to the Buyer pursuant to Section 9-610 of the UCC as and to the extent set forth in Section 9-617 of the UCC, "as is" and "where is" and without any representation, warranty, covenant or recourse except as expressly set forth in the Foreclosure Agreement. This Bill of Sale is being delivered pursuant to the Foreclosure Agreement (as defined below).

The "Foreclosure Agreement" shall mean that certain Foreclosure Agreement dated as of June 29, 2015 between the Factor and the Buyer.

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed as of the date first written above.

FCC, LLC, d/b/a First Capital

By: [Signature]
Name: Kenn McCann
Title: CEO

ACCEPTED AND AGREED:

SHANGHAI SHENDA II LLC

By: _____
Name: _____
Title: _____

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June 29, 2015

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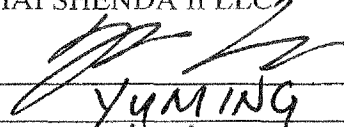
IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed as of the date first written above.

FCC, LLC, d/b/a First Capital

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

SHANGHAI SHENDA II LLC

By: 
Name: YUNMING HUANG
Title: Chief Executive Officer