

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxguard Limited		05/21/2018	Corporation: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Honor Metro Limited		
Street Address:	66 Mody Road		
Internal Address:	Ste. 223-231, Tsimshatsui Ctr.		
City:	Tsim Sha Tsui, Kowloon		
State/Country:	HONG KONG		
Entity Type:	Corporation: MARSHALL ISLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4327052	RESCUE FORCE	
Registration Number:	3244029	SHELCORE	
Registration Number:	3617597	SHELCORE	
Registration Number:	4645451	VB	
Registration Number:	3829418	VIRIBRIGHT	
CORRESPONDENCE DATA			
Fax Number:	2157359305		
<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:	2157359302		
Email:	Trademarks@thebellesgroup.com		
Correspondent Name:	Belles Katz LLC		
Address Line 1:	337 S. 18th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	FNT-TM-GEN		
NAME OF SUBMITTER:	Lisa Peller London		
SIGNATURE:	/lisapellerlondon/		
DATE SIGNED:	06/06/2018		

OP \$140.00 4327052

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by and between Maxguard Limited, a British Virgin Islands corporation having an address at c/o Newhaven Trustees (BVI), Ltd., 3rd Fl. Omar Hodge Bldg., Wickhams Cay 1, Roadtown, Tortola, British Virgin Islands ("Assignor"), and Honor Metro Limited, a Marshall Islands corporation having an address at Ste. 223-231, Tsimshatsui Ctr, 66 Mody Rd., Tsim Sha Tsui, Kowloon, Hong Kong ("Assignee") (collectively the "Parties") as follows:

WHEREAS, Assignor owns, by assignment or otherwise, all right, title, and interest in the trademarks and service marks, including, but not limited to, those specifically set forth in Schedule 1, and all goodwill associated therewith (hereinafter the "Trademarks");

WHEREAS, Assignee desires to own Assignor's entire right, title, and interest in and to the Trademarks, in all countries throughout the world, and in and to all goodwill associated therewith; and

NOW THEREFORE, be it known that, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, conveys, grants and sets over to Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks (whether registered or unregistered), as well as all goodwill associated therewith, including, but not limited to, any and all renewals, reversions and extensions thereof and the right to register the Trademarks that may hereafter be secured under the laws now or hereafter in effect in all relevant jurisdictions, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

AND, the parties **HEREBY** acknowledge that, for those Trademarks listed in Schedule I as pending applications filed in the United States on an intent-to-use basis under Section 1(b) of the Lanham Act, Assignee has acquired that part of the business of Assignor to which each such Trademark pertains;

AND, Assignor **HEREBY** authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue, assign, and/or record as assignee for all trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, Assignor **HEREBY** further agrees that, from and after the date of this Assignment, Assignee has succeeded to all of Assignor's right, title, interest and standing to receive all rights and benefits pertaining to the Trademarks, institute and prosecute all suits and proceedings, take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or interest of any kind under any and all of the Trademarks, including, without limitation, the right to sue

for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable;

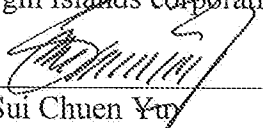
AND, Assignor **HEREBY** relinquishes exclusivity to Assignee all of Assignor's right, title and interest in and to all accrued and future causes of action for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Trademarks and this Assignment expressly includes the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) in connection with the same;

AND, Assignor **HEREBY** further covenants that Assignor has the full right to convey the interest assigned by this Assignment, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Assignment;

AND, Assignor **HEREBY** further covenants and agrees that Assignor, through its officers and employees, will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor and its officers and employees respecting the Trademarks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Trademarks in said Assignee, its successors and assigns, make all rightful oaths, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Trademarks in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns.

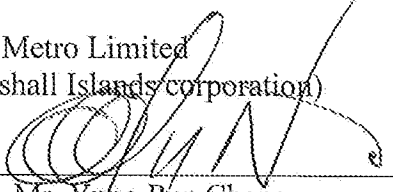
IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Maxguard Limited
(a British Virgin Islands corporation)

By: 
Name: Mr. Sui Chuen Yui
Title: Director

Date: 05/21/2018

Honor Metro Limited
(a Marshall Islands corporation)

By: 
Name: Mr. Yung Pun Cheng
Title: Director

Date: 05/21/2018

SCHEDULE 1

MARK	COUNTRY	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
VIRIBRIGHT	Mexico	1137088	24 Nov 2010	1207152	17 Mar 2011
VIRIBRIGHT LED LIGHT BULB & DESIGN	Mexico	1137089	24 Nov 2010	1207153	17 Mar 2011
SHELCORE	Russia	192871	03 Dec 1999	192871	18 Aug 2000
RESCUE FORCE	U.S.	85592136	09 Apr 2012	4327052	30 Apr 2013
SHELCORE	U.S.	78773429	14 Dec 2005	3244029	22 May 2007
SHELCORE & Design	U.S.	78773485	14 Dec 2005	3617597	05 May 2009
VB	U.S.	85400875	19 Aug 2011	4645451	25 Nov 2014
VIRIBRIGHT	U.S.	77763439	18 Jun 2009	3829418	03 Aug 2010
VIRIBRIGHT	U.K.	2518895	18 Jun 2009	2518895	02 Oct 2009
VIRIBRIGHT LED LIGHT BULB & Design	U.K.	2520446	07 Jul 2009	2520446	16 Oct 2009