

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Funrise Toys, Ltd.		05/21/2018	Corporation: HONG KONG
RECEIVING PARTY DATA			
Name:	Honor Metro Limited		
Street Address:	66 Mody Rd.		
Internal Address:	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:	3140583		
Registration Number:	2157152	CODE 3 COLLECTIBLE	
Registration Number:	1547521	FUNRISE	
Registration Number:	4092070	ROADWAY RIGS	
Registration Number:	2928205	TUB TOWN	
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		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by and between Funrise Toys, Ltd., a Hong Kong corporation having an address at Suite 711 & 713 E. Wing Tsimshatsui Center, Salisbury Rd. Tsimshatsui E., Kowloon, Hong Kong ("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, Assignee 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, Assignor 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.

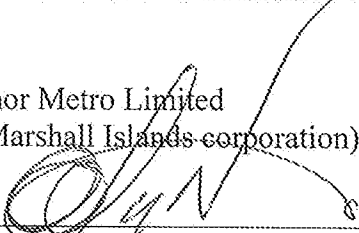
IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Funrise Toys Ltd.
(a Hong Kong corporation)

By: 
Name: Mr. Kevin Stone
Title: ~~Director~~ & CFO

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
GAZILLION	Australia	988619	11 Feb 2004	988619	23 Dec 2004
GAZILLION	Canada	1206124	11 Feb 2004	681906	20 Feb 2007
Bottle Design	China	4990696	09 Nov 2005	4990696	07 Feb 2010
FUNRISE & Design	China	2001136885	31 Jul 2001	1970323	07 Feb 2003
FUNRISE	China	2001136886	31 Jul 2001	2000658	07 Apr 2003
FUNRISE	China	2001136888	31 Jul 2001	1942137	21 Nov 2002
GAZILLION	China	3933436	01 Mar 2004	3933436	27 Apr 2007
NYLINT	China	4436218	27 Dec 2004	4436218	13 Sep 2008
ROADWAY RIGS	China	8814685	05 Nov 2010	8814685	21 Nov 2011
FUNRISE	EU	16213043	29 Dec 2016		
FUNRISE & Design	EU	005601729	08 Jan 2007	005601729	31 Jan 2008
GAZILLION BUBBLES	EU	003139565	22 Apr 2003	003139565	03 May 2005
CITY FORCE	Hong Kong	199803767	13 May 1996	199803767	13 May 2003
GAZILLION BUBBLES	Hong Kong	300008522	22 Apr 2003	300008522	24 Sep 2003
NYLINT	Hong Kong	300341775	21 Dec 2004	300341775	22 Apr 2005
GAZILLION	South Korea	40201467180	07 Oct 2014		
FUNRISE	Mexico	1488561	22 May 2014	1484596	02 Oct 2014
GAZILLION	New Zealand	708000	11 Feb 2004	708000	12 Aug 2004
FUNRISE	Russia	2016744978	29 Nov 2016	639349	15 Dec 2017
FUNRISE & Design	Taiwan	85042430	26 Aug 1996	806918	1 Jul 1998
Bottle Design	U.S.	76609883	02 Sep 2004	3140583	05 Sep 2006
CODE 3 COLLECTIBLE	U.S.	74695753	28 Jun 1995	2157152	12 May 1998
FUNRISE	U.S.	73759312	24 Oct 1988	1547521	11 Jul 1989
ROADWAY RIGS	U.S.	85167580	2 Nov 2010	4092070	24 Jan 2012
TUB TOWN	U.S.	76522759	16 Jun 2003	2928205	22 Feb 2005
FUNRISE	U.K.	3204295	29 Dec 2016		