

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492426

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Agreement on Extension of Deadline for Repayment and Transfer of Trademark Rights (the "Agreement of Extension") previously recorded on Reel 005983 Frame 0148. Assignor(s) hereby confirms the corrected "Agreement on Extension", excluding assignment or transfer of any TM rights, including U.S. Reg. No. 2167332.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLH Products, Inc.		02/24/2011	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	PLH Products, Inc.
Street Address:	6655 Knott Ave.
City:	Buena Park
State/Country:	CALIFORNIA
Postal Code:	90620
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2167332	HEALTH MATE

CORRESPONDENCE DATA

Fax Number: 2135590829

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: (213) 341-1602

Email: bjslee@lacwkrr.com

Correspondent Name: Bub-Joo S. Lee

Address Line 1: 520 S. Grand Ave. 10th Floor

Address Line 2: Lee Anav Chung White Kim et al. LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Bub-Joo S. Lee, Counsel for Registrant
SIGNATURE:	/Bub-Joo S Lee/
DATE SIGNED:	10/02/2018

Total Attachments: 33

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LEE ANAV CHUNG
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VIA ELECTRONIC SUBMISSION

October 1, 2018

UNITED STATES PATENT AND
TRADEMARK OFFICE
USPTO Madison Building
Trademark Assignment Recordation Branch
600 Dulany Street
Alexandria, VA 22314

- Re: Explanatory Cover Letter to Trademark Assignment Cover Sheet – Corrective Assignment, Submitted by PLH Products, Inc., on U.S. Reg. Trademark No. 2167332 -NOT FOR RECORDATION

Dear Sir or Madam:

This explanatory cover letter is submitted on behalf of registrant PLH Products, Inc. (“PLH Products”), in conjunction with PLH Products’ *Trademark Assignment Cover Sheet – Corrective Assignment*, and in support of its request for recordation of a corrective assignment on the “*Agreement on Extension of Deadline for Repayment and Transfer of Trademark Rights*” previously recorded on or about February 7, 2017 in Reel 005983 Frame 0148 *et seq.*, in reference to the U.S. Reg. Trademark No. 2167332 (the “332 Trademark”).

PLH Products is the registrant and the original owner of the ‘332 Trademark. PLH Products requests the recordation of the corrected “*Agreement on Extension of Deadline for Repayment and Transfer of Trademark Rights*” previously recorded in Reel 005983 Frame 0148 *et seq.*, together with the supporting *Declarations of Kyung Min Park and Baik Lee*.

This corrective assignment is necessary in order to rectify the prior recordation by the purported assignee Yung Uk Chun of an improper and legally ineffective attempt to assign the ‘332 Trademark:

More specifically, PLH Products requests recordation of the following corrective documents:

- (1) The corrected *Trademark Assignment Cover Sheet* enclosing the “*Agreement on Extension of Deadline for Repayment and Transfer of Trademark Rights*” (originally recorded and appearing in Reel 005983 Frame 0148 *et seq.*, more specifically, Reel 005983 Frames 0148 through 0157), submitted herewith and identified by Bates Nos. **CORRECTED DOC.-00021 to 00030**;
- (2) the supporting *Declaration of Kyung Min Park* submitted herewith and identified by Bates Nos. **CORRECTIVE DECL.-00001 to 00016**; and

**TRADEMARK
REEL: 006450 FRAME: 0721**

- (3) the supporting *Declaration of Baik Lee* submitted herewith and identified by Bates Nos. **CORRECTIVE DECL.-00017 to 00020**.

PLH Products' request for recordation of a corrective assignment is made on the following grounds:

- (1) The original "*Agreement on Extension of Deadline for Repayment and Transfer of Trademark Rights*" (the original "*Agreement on Extension of Deadline*") was previously recorded on or about February 7, 2017 and appears in Reel 005983 Frame 0148 *et seq.* A copy of the original "*Agreement on Extension of Deadline*" is attached to the supporting *Declaration of Kyung Min Park* as **Exhibit "A"**, Bates Nos. **CORRECTIVE DECL.-00006 to 00016**.

As a matter of law, the original "*Agreement on Extension of Deadline*" was not effective in assigning the '322 Trademark to any assignee (including the purported assignee Yung Uk Chun), because no business or goodwill associated with the '322 Trademark was conveyed or transferred by the registrant PLH Products to any purported assignee.

Assignment of a trademark *in gross* (that is, without the business or goodwill associated with the mark) is not effective, and is void *ab initio*. The failure to convey the business and goodwill associated with the '322 Trademark (thus making the purported assignment *in gross*) appears on the face of the original "*Agreement on Extension of Deadline*" (in particular, **CORRECTIVE DECL.-00009 to 00010**).

In the absence of a valid assignment, the title and ownership of the '322 Trademark remained with the registrant PLH Products at all times, who was and continues to be the sole owner of the '322 Trademark.

- (2) The fact that the original "*Agreement on Extension of Deadline*" did not contemplate or provide for the conveyance or transfer to any assignee of any business or goodwill of PLH Products associated with the '322 Trademark is further supported by the *Declaration of Kyung Min Park* (**CORRECTIVE DECL.-00001 to 00005**, ¶¶ 5-13) and the *Declaration of Baik Lee* (**CORRECTIVE DECL.-00017 to 00020**, ¶¶ 5-13).
- (3) The *Declarations of Kyung Min Park* and *Baik Lee* further establish that registrant PLH Products never conveyed or transferred to any assignee any business or goodwill associated with the '322 Trademark.


PLH Products' submission herein includes: (1) a new and complete cover sheet containing information on the correct owner, that is, PLH Products, and (2) supporting declarations identifying the correct owner (i.e., *Declarations of Kyung Min Park* and *Baik Lee*), stating the reasons why the previously recorded document was not proper, and identifying the improperly recorded document (i.e., *Declaration of Kyung Min Park* and **Exhibit "A"** thereto). The supporting declarations are made and signed by persons with firsthand knowledge of the facts relevant to this request for corrective recordation.

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Assignment Recordation Branch
October 1, 2018
Page 3 of 3

Respectfully Submitted:

LEE ANAV CHUNG WHITE KIM
RUGER & RICHTER LLP

By



Bub-Joo S. Lee, Esq.

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TRADEMARK
REEL: 006450 FRAME: 0723

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DECLARATION OF KYUNG MIN PARK


I, KYUNG MIN PARK, declare as follows:

1. I am a competent adult, over the age of 18. I have personal knowledge of the facts and matters stated below and, if called as witness, I could and would testify competently as to those facts and matters. As to those facts and matters stated upon information and belief, I believe them to be true.

2. I am the former President of **PLH Products, Inc.** (“PLH”), the original applicant and the owner of the U.S. Trademark Reg. No. 2167332 for the following mark: 

3. I was an executive officer of PLH from at least 2008 until 2016. I served as PLH’s President during this time period, until I ceased my employment with the company in 2016. Since 2016, I have continued to work PLH as a consultant, and I remain generally familiar with its business.

4. Based on my prior employment with PLH, and my extended tenure there as its corporate officer and President, I am personally familiar with PLH’s business and its use and ownership of various trademarks, including U.S. Trademark Reg. No. 2167332 (the “‘332 Trademark” or “Mark”).

5. PLH is the correct owner of the ‘332 Trademark. I am personally aware, and attest, that PLH has used the  mark without interruption during my entire tenure as a corporate officer of PLH. I further state, based upon information and belief, and further based upon my continuing consulting work with PLH since 2016, that PLH has continued to use the Mark since 2016.

6. PLH never surrendered, abandoned, or ceased to use the Mark. As explained in greater detail below, PLH never intended to assign, convey, or transfer the Mark to any third party, and never assigned, conveyed, or transferred the Mark to any third party. Furthermore, to my knowledge, PLH never knowingly permitted any third parties to use the Mark.

7. I understand that **Yung Uk Chun** (“Chun” or the “Purported Assignee”) has recorded a purported assignment of the ‘332 Trademark from PLH to himself (that is, Chun) with the U.S. Patent & Trademark Office. It is my understanding that the purported assignment

1 (consisting of the cover sheet and the purported underlying assignment document) was recorded
2 on **February 7, 2017**, and appears in **Reel/Frame No. 5983/0148**.¹

3 8. As I noted above, I have firsthand knowledge of the facts, events, and documents
4 referenced herein. For the reasons explained in greater detail herein and hereinbelow, the '332
5 Trademark was never conveyed or assigned to the Purported Assignee Yung Uk Chun.
6 Accordingly, the current owner of '332 Trademark is, and has always been, PLH – and not Yung
7 Uk Chun.

8 9. The assignment document recorded by Yung Uk Chun against the '332
9 Trademark on **February 7, 2017** (in Reel/Frame No. **5983/0148**) was erroneous, and the original
10 applicant and the last correct owner of the Mark – that is, PLH – has been, and continues to be
11 the owner of the '332 Trademark, for the following reasons:

12 (a) The assignment document recorded by Chun against the '332 Trademark
13 consists of a document entitled "*Agreement on Extension of Deadline for Repayment and*
14 *Transfer of Trademark Rights*" dated February 24, 2011 (the "2011 Agreement")
15 between PLH Products, Inc., *on the one hand*, and Yung Uk Chun, *on the other hand*.

16 (b) I was the President of PLH in 2011, and I have firsthand knowledge of the
17 2011 Agreement. I am personally familiar with the events and discussions leading to the
18 2011 Agreement, and the stated intent of the parties in entering into and executing the
19 said agreement. I was also one of the signors of the 2011 Agreement, and I am familiar
20 with its content.

21 (c) The Purported Assignee Yung Uk Chun (together with his brothers Yung
22 Mun Chun and Yung Kil Chun) were private lenders who lent money to PLH (the
23 "Lenders").

24 (d) The intention of the parties in entering into the 2011 Agreement was to
25 negotiate the repayment terms of certain prior loans allegedly extended by Yung Uk
26 Chun and his brothers to PLH, and to provide further assurances to Lenders that PLH

27 ¹ A copy of the *Trademark Assignment Abstract of Title* for the said Recordation of
28 Assignment (showing recordation date of February 7, 2017, under Reel/Frame 5983/0148) is
attached hereto as a separate exhibit.

1 would perform according to the negotiated terms and repay the negotiated amounts,
2 subject to any future amendments or modifications.

3 (e) It was not the intention of any of the parties to the 2011 Agreement to
4 have PLH (i) assign, convey, transfer, or sell the '332 Trademark (or any other trademark
5 incorporating the term "HEALTH MATE") or title thereto to Yung Uk Chun or any other
6 Lenders, (ii) assign, convey, transfer, or sell any business or goodwill associated with the
7 '332 Trademark (or any other trademark incorporating the term "HEALTH MATE") to
8 Yung Uk Chun or any other Lenders, or (iii) permit or consent to any use of the '332
9 Trademark (or any other trademark incorporating the term "HEALTH MATE") in any way
10 by Yung Uk Chun, other Lenders, or any third party.

11 (f) PLH never assigned, conveyed, transferred, or sold any business or
12 goodwill associated with the '332 Trademark (or any other trademark incorporating the
13 term "HEALTH MATE") to Yung Uk Chun or any other Lenders, and never permitted or
14 consented to any use of any such marks in any way by Yung Uk Chun, other Lenders, or
15 any third party.

16 (g) Furthermore, it was the parties' express agreement and understanding that
17 the 2011 Agreement would not be recorded or filed in any venue (including the U.S.
18 Patents and Trademark Office), and that neither Yung Uk Chun nor the other Lenders
19 would challenge PLH's title to and ownership of the '332 Trademark (or any other
20 trademark incorporating the term "HEALTH MATE").

21 (h) Finally, the '332 Trademark provides for the use of the Mark in
22 connection with "saunas, namely, infra-red sauna, steam sauna, and dry sauna for heating
23 purposes." Neither Yung Uk Chun nor any of the Lenders were ever involved in any
24 business related to "saunas . . . infra-red sauna, steam sauna, and dry sauna for heating
25 purposes," prior to 2011 or thereafter.

26 (i) At no time did Yung Uk Chun or any of the Lenders contemplate or intend
27 to use the '332 Trademark, or any other trademark incorporating the term "HEALTH
28 MATE", in any way, in commerce or otherwise, and PLH never agreed or consented to
any such use.

1 (j) Yung Uk Chun and the other Lenders, and each of them, never used the
2 '332 Trademark or any other trademark incorporating the term "HEALTH MATE" in any
3 way, in commerce or otherwise, and certainly not in connection with any "saunas . . .
4 infra-red sauna, steam sauna, and dry sauna for heating purposes."

5 10. After I left my corporate position at PLH, I learned that Yung Uk Chun and Yun
6 Kil Chun passed away, and that Yung Mun Chun may be the sole surviving Lender. Based on
7 my firsthand knowledge of PLH's business operations during my tenure there, my knowledge of
8 the industry in which PLH operates, my continuing consulting work with PLH, and my
9 understanding and observation of the developments in the industry and the competitive
10 landscape, I hereby state that neither Yung Uk Chun nor any of his brothers ever used the '332
11 Trademark or any other related trademarks, in commerce or otherwise.

12 11. My understanding is that any purported assignment, conveyance, or transfer of
13 any trademark owned by PLH (such as, by way of example only, U.S. TM Reg. No. 2167332, as
14 well as U.S. TM Reg. No. 2167330) without the underlying the underlying business or goodwill
15 is null and void from the outset, and is not enforceable.

16 12. For the foregoing reasons, the ownership of the '332 Trademark never changed,
17 and the chain of title remains in the original owner, namely, PLH Products, Inc. Based thereon,
18 and on my personal knowledge of the facts and events set forth in this declaration, I state that
19 PLH Products, Inc. is the correct owner and holder of the title in and of U.S. TM Registration
20 Nos. 2167332 and 2167330, and any other trademarks that incorporate the mark "HEALTH
21 MATE". PLH has held the ownership rights and title to the said trademark without interruption
22 since at least 2007, if not earlier, until the present. Based on my observation of PLH's business
23 activities and developments in the industry since 2016, and my continuing consulting work with
24 the company, I hereby state that PLH Products, Inc. remains the correct owner and holder of the
25 title in and of the said trademark.

26 13. Based on the foregoing, I further state and declare that the aforementioned
27 recordation of assignment dated February 7, 2017 (and appearing in Reel/Frame No. 5983/0148)
28 was not proper and was in error, and that the foregoing recordation and the purported underlying
assignment were invalid and void from the outset, and thus the recordation should be annulled,
voided, or expunged to the fullest extent permitted under the applicable rules and regulations.

1 I declare under penalty of perjury under the laws of the State of California and of the
2 United States that the foregoing is true and correct.

3 Executed on September 24, 2018, at the City of Buena Park,
4 State of California.

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7 KYUNG MIN PARK
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CORRECTIVE DECL.-00005

EXHIBIT "A"

TO DECLARATION OF KYUNG MIN PARK

CORRECTIVE DECL.-00006

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415265

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLH PRODUCTS INC		02/24/2011	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	YUNG UK CHUN		
Street Address:	8621 HILL CREST RD		
City:	BUENA PARK		
State/Country:	CALIFORNIA		
Postal Code:	90621		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2167332	HEALTH MATE	
CORRESPONDENCE DATA			
Fax Number:	2133811211		
<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:	2139059191		
Email:	kfreeman7120@gmail.com		
Correspondent Name:	K FREEMAN LEE		
Address Line 1:	3550 WILSHIRE BLVD STE 1110		
Address Line 4:	LOS ANGELES, CALIFORNIA 90010		
NAME OF SUBMITTER:		K FREEMAN LEE	
SIGNATURE:		/kfreemanlee/	
DATE SIGNED:		02/07/2017	
Total Attachments: 8			
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CORRECTIVE DECL.-00007

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CORRECTIVE DECL.-00008

HEALTH®
MATE

PLH Products, Inc.
Leader of the Sauna Industry since 1979...

Agreement on Extension of Deadline for Repayment and Transfer of Trademark Rights

("Gap") Lender

- | | |
|-------------------|-------------------------------------|
| (1) Yung Uk Chun | 8621 Hill Crest Rd., Buena Park, CA |
| (2) Yung Mun Chun | 71 Cremont Pl., Los Angeles, CA |
| (3) Yung Kil Chun | 2851 Invale Dr., Glendale, CA |

("Eul") Borrower

PLH Products, Inc. 6655 Knott Avenue, Buena Park, CA

"Eul" borrowed a total of US\$1,470,000.00, namely, US\$770,000.00 from "Gap 1", Yung Uk Chun on December 21, 2007, US\$400,000.00 from "Gap 2", Yung Mun Chun on July 18, 2007 and US\$300,000.00 from "Gap 3", Yung Kil Chun, respectively, with the deadline of repayment date set on or before December 31, 2010.

It was agreed that interest rate was 17% per annum; the annual 10% point of the interest would be paid quarterly over the year, and the rest of 21% point of the interest would be paid in a lump sum when the principal amount would be paid off, however,

"Eul" has not paid back the principal amount and the remainder 21% point of the interest up until now, which has been overdue beyond the stipulated repayment date.

Therefore,

It is agreed upon among the parties that the trademark rights of "Eul" should be transferred over to "Gap" on the condition that the deadline of repayment date of the loan would be extended and the interest would be readjusted as below:

1. "Gap" extends the deadline of repayment date of the principal sum of the loan by 3 more years.
2. "Gap" can demand the repayment of the principal sum any time after the 3 years has elapsed, and "Eul" must repay the amount without reservation within 2 months from the date of the demand made.
3. "Gap" forgives the current unpaid interest of 21% point and readjusts the interest rate accrued in the future to 10% per annum.

4. "Eul" transfers to the representative of "Gap" his trademark rights registered both in the USA and Europe.
5. When and if "Gap" sells the transferred trademark rights in the future, "Gap" guarantees that "Eul" would be granted priority right in purchasing the trademark rights.

IN WITNESS WHEREOF, "Gap" and "Eul" agreed to execute the above agreement in good faith, and duly affixed their signatures hereunder.

02/24/2011

("Gap") Lender

("Eul") Borrower

Signature Affixed

Signature Affixed

Yung Uk Chun
Representative of Lenders

PLH Products, Inc.
Kyung Min Park, President

LOAN AGREEMENT

(Lender) Yung Uk Chun
8621 Hillcrest Rd, Buena Park, CA 90621

(Borrower) PLH Products, Inc.
6655 Knott Ave, Buena Park, CA 90620

This loan agreement is made between the Lender, Yung Uk Chun (hereinafter referred to as "Gap") and the Borrower, PLH Products, Inc. (hereinafter referred to as "Eul").

Article 1 (Loan Amount and Date of Loan Offered)

"Eul" borrowed US\$770,000.00 from "Gap" on December 21, 2007.

Article 2 (Interest and Repayment)

- 1) Date of Repayment: December 31, 2010
- 2) Interest Rate: At the rate of 17% over the principal sum per annum
- 3) Payment Method of Interest Amount:
Payment of interest rate of 2.5% point shall be made quarterly in installments over the year thus making a total of 10% point per year herein provided, due and payable on the 15th day of the commencing month of each quarter of the year, and the unpaid total amount of interest of the rest of 21% point accumulated over the period of 3 years shall be paid concurrently with the principal amount on the repayment date.
- 4) In the event that "Eul" is in arrears with the payment of interests, 10% of the unpaid interest amount shall be additionally paid.
- 5) If and when arrears with payment of the interest amount occur two times over, this agreement shall be cancelled, and "Eul" shall make both the repayment of the principal amount and the unpaid interest amount immediately.

Article 3 (Others)

- 1) Any term or provision not provided in this agreement shall follow the related laws and the commercial practices.
- 2) Any disputes arising between the parties with regards to this agreement shall be settled and/or resolved at the courthouse having jurisdiction over the address of "Gap".

12/21/2007

"Gap" Lender

"Eul" Borrower

Signature Affixed

Signature Affixed

Yung Uk Chun

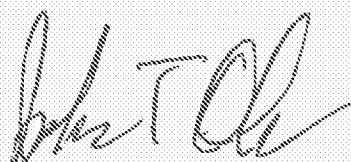
PLH Products, Inc.
Kyung Min Park, President

CERTIFICATE OF TRANSLATION

I am competent in translating documents both in English and Korean, and have personally performed the translation of the attached 3-page Korean document entitled "Loan Agreement" into 3-page English version. The foregoing is true and correct translation of said document.

I declare under penalty of perjury under the laws of the State of California that I personally performed the translation and that it is accurate and complete to the best of my ability.

Executed on January 18, 2017 at Garden Grove, California.



John T. Oh
The Judicial Council of California
Certified Court Interpreter
English/Korean
Certification Number: 301158
714-534-5689

John Taehwan Oh
John Oh Legal Document Assistant
California Certified Court Interpreter
8322 Garden Grove Blvd. Suite B-2
Garden Grove, CA 92844

CORRECTIVE DECL.-00012



PLH Products, Inc.

Leader of the Sauna Industry since 1979.

채무 연장 및 상표권 양도 약정서

(갑) 채권자

- (1) YUNG UK, CHUN 8821 HILL CREST RD. BUENA PARK, CA. 90621
- (2) YUNG MUN, CHUN 71 CREMONT PL. LOS ANGELES, CA 90005
- (3) YUNG KIL, CHUN 2851 INVALE DR. GLENDALE, CA 91208

(을) 채무자

PLH PRODUCTS, INC 6655 KNOTT AVENUE BUENA PARK, CA

(을)은 2007년 12월 21일 (갑 1) YUNG UK CHUN 으로부터 US\$770,000 을, 2007년 7월 16일 (갑 2) YUNG MUN CHUN 으로부터 US\$400,000 을, 2007년 12월 18일 (갑 3) YUNG KIL CHUN 으로부터 US\$300,000, (총액 US\$ 1,470,000) 을 2010년 12월 31일 까지 상환하기로 하고 차입하였다.

이자는 년 17%로 하되, 이자 지급은 년 10%는 매 분기별로 지급하고, 잔여분 21%는 원금 상환시 일시불로 지급하기로 약속 하였으나,

(을)은 약정기일이 지난 현재 까지 채무 원금과 잔여 이자 21%를 상환 하지 못하고 있는바

이에 (갑)과 (을)은 다음과 같이 (갑)의 채무 변제 기일 연장과 이자 조정의 조건으로 (을)의 상표권을 (갑)에게 양도하기로 합의 한다.

CORRECTIVE DECL.-00013



(합의 사항)

1. (갑)은 채무 원금 상환 기일을 9년 연장해 준다.
2. (갑)은 9년 이후 언제든지 채무 원금 상환을 요구할 수 있고, (을)은 (갑)의 요청이 있을 날로부터 2개월 이내에 조건 없이 상환해야 한다.
3. (갑)은 현재까지의 미지급 이자 21%는 탕감해 주고, 향후 이자는 년 10%로 조정해 준다.
4. (을)은 미국과 유럽에 등록되어 있는 (을)의 등록 상표인 "HEALTH MATE" 상표권을 (갑)의 대표에게 양도 한다.
5. 향후 (갑)이 양도 받은 상표권을 매각코자 할 때는 (을)에게 우선 매입할 수 있는 권리를 보장한다.

(갑)과 (을)은 상기 합의사항을 성실히 이행하기로 합의하고 본 약정서를 서명 보관한다.

2011년 2월 24일

(갑) 채권자

(을) 채무자

채권자 대표 YUNG UK CHUN

PLH PRODUCTS, INC.

KYUNG MIN PARK / PRESIDENT

CORRECTIVE DECL.-00014

금전 차용 계약서

(채권자) Yung Uk Chun : 8621 hillcrest Rd., Buena Park, CA 90621

(채무자) PLH Products, Inc. : 6655 Knott Ave., Buena Park, CA 90620

채권자 Yung Uk Chun (이하 "갑"이라 칭한다) 와 채무자 PLH Products, Inc. (이하 "을"이라 칭한다) 는 상호간에 다음과 같이 금전 차용 계약을 체결한다.

제 1 조 (차용액 및 차용 일자)

(을)은 (갑)에게서 2007 년 12 월 21 일 미화 칠십 칠 만불 (US\$ 770,000.-) 을 차용 하였음.

제 2 조 (이자 및 상환)

1. 상환일 : 2010 년 12 월 31 일
2. 이자 : 월금의 년 17%
3. 이자지급 방법:
년 10%는 매 분기 시작 월 15 일에 2.5% 씩 지급하고 3 년간 미지급 21% 이자는 월금 상환 일에 원금과 함께 지급한다.
4. (을)이 이자지급을 연체하는 경우 이자액의 10% 를 연체금으로 추가 지급한다.
5. 2 회 이상의 연체시 본 계약은 해지되고 (을)은 즉각 원금 및 잔여 이자를 상환한다

제 3 조 (기타사항)

1. 본 계약서에 명시되지 않는 부분에는 관련 법규 및 상관습에 따른다.
2. 본 계약과 관련하여 당사자간의 분쟁이 발생할 경우 (갑)의 주소지 관할 법원에서 해결한다.

2007 년 12 월 21 일

(갑) 채권자


Yung Uk, Chun

(을) 채무자


PLH Products, Inc.
Young Min Park/President

TRADEMARK

REEL: 006080 FRAME: 0758

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of ORANGE) S.S.

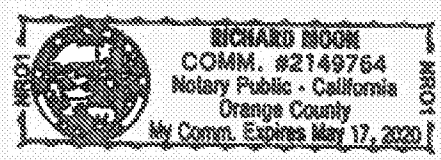
On 01/18/2017 before me, Richard Moon, Notary Public
(here insert name and title of the officer)

personally appeared John Taiwan Oh

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of CERTIFICATE OF TRANSLATION

containing one pages, and dated 01/18/2017

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CORRECTIVE DECL.-00016

TRADEMARK

RECORDED: 02/07/2017


REEL: 006080 FRAME: 0759

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DECLARATION OF BAIK LEE


I, BAIK LEE, declare as follows:

1. I am a competent adult, over the age of 18. I have personal knowledge of the facts and matters stated below and, if called as witness, I could and would testify competently as to those facts and matters. As to those facts and matters stated upon information and belief, I believe them to be true.

2. I am the current CEO of **PLH Products, Inc.** (“PLH”), the original applicant and the owner of the U.S. Trademark Reg. No. 2167332 for the following mark: 

3. I have been the CEO of PLH since at least 2016.

4. Based on my position as a corporate officer and CEO of the company, I am personally familiar with PLH’s business and its use and ownership of various trademarks, including U.S. Trademark Reg. No. 2167332 (the “‘332 Trademark” or “Mark”).

5. PLH is the correct owner of the ‘332 Trademark. Based on my personal knowledge, I state that PLH has used the  mark during my tenure at PLH without interruption, and is currently using the same.

6. PLH has never surrendered, abandoned, or ceased to use the Mark. Moreover, PLH never assigned, conveyed, or transferred the Mark to any third party, and never knowingly permitted any third parties to use the Mark.

7. I understand that **Yung Uk Chun** (“Chun” or the “Purported Assignee”) has recorded a purported assignment of the ‘332 Trademark from PLH to himself (that is, Chun) with the U.S. Patent & Trademark Office. It is my understanding that the purported assignment (consisting of the cover sheet and the purported underlying assignment document) was recorded on **February 7, 2017**, and appears in **Reel/Frame No. 5983/0148**.

8. I also understand that the assignment document recorded by Chun against the ‘332 Trademark consists of a document entitled “*Agreement on Extension of Deadline for Repayment and Transfer of Trademark Rights*” dated February 24, 2011 (the “**2011 Agreement**”) between PLH Products, Inc., *on the one hand*, and Yung Uk Chun, *on the other*

1 *hand.* The Purported Assignee Yung Uk Chun (together with his brothers Yung Mun Chun and
2 Yung Kil Chun) were private lenders who lent money to PLH (the “Lenders”).

3 9. For the reasons explained in greater detail hereinbelow, and further based on the
4 sworn statement of PLH’s former President (Mr. Kyung Min Park), I hereby state that the ‘332
5 Trademark was never conveyed or assigned to the Purported Assignee Yung Uk Chun.

6 10. The current owner of ‘332 Trademark is, and has always been, PLH – and not
7 Yung Uk Chun. The assignment document recorded by Yung Uk Chun against the ‘332
8 Trademark on February 7, 2017 (in Reel/Frame No. 5983/0148) was in error, and the original
9 applicant and the last correct owner of the Mark – that is, PLH – has been, and continues to be
10 the owner of the ‘332 Trademark, for the following reasons:

11 (a) I have been the CEO of PLH at least since 2016. I state, based on my
12 personal knowledge, that during my tenure, (i) PLH did not assign, convey, transfer, or
13 sell the ‘332 Trademark (or any other trademark incorporating the term “HEALTH MATE”)
14 or title thereto to Yung Uk Chun or any other Lenders or parties, (ii) PLH never assigned,
15 conveyed, transferred, or sold any business or goodwill associated with the ‘332
16 Trademark (or any other trademark incorporating the term “HEALTH MATE”) to Yung Uk
17 Chun or any other Lenders or parties, and (iii) PLH never permitted or consented to any
18 use of the ‘332 Trademark (or any other trademark incorporating the term “HEALTH
19 MATE”) in any way by Yung Uk Chun or by any other Lenders or parties.

20 (b) Based on my review of the corporate and business records of PLH, and my
21 discussions with PLH’s current and former personnel (including its former officers), I
22 state that prior to my tenure, PLH did not (i) assign, convey, transfer, or sell the ‘332
23 Trademark (or any other trademark incorporating the term “HEALTH MATE”) or title
24 thereto to Yung Uk Chun or any other Lenders or parties, or (ii) assign, convey, transfer,
25 or sell any business or goodwill associated with the ‘332 Trademark (or any other
26 trademark incorporating the term “HEALTH MATE”) to Yung Uk Chun or any other
27 Lenders or parties, or (iii) permit or consent to any use of the ‘332 Trademark (or any
28 other trademark incorporating the term “HEALTH MATE”) in any way by Yung Uk Chun
or by any other Lenders or parties.

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(c) The ‘332 Trademark provides for the use of the Mark in connection with “saunas, namely, infra-red sauna, steam sauna, and dry sauna for heating purposes.” Neither Yung Uk Chun nor any of the Lenders were ever involved in any business related to “saunas . . . infra-red sauna, steam sauna, and dry sauna for heating purposes,” prior to 2011 or thereafter.

(d) Yung Uk Chun and the other Lenders never used the ‘332 Trademark or any other trademark incorporating the term “HEALTH MATE” in any way, in commerce or otherwise, and certainly not in connection with any “saunas . . . infra-red sauna, steam sauna, and dry sauna for heating purposes.”

11. It is my current understanding that Yung Uk Chun and Yun Kil Chun passed away, and that Yung Mun Chun may be the sole surviving Lender. Based on my firsthand knowledge of PLH’s business operations and its market competition, my knowledge of the industry in which PLH operates, and my understanding and observation of the developments in the industry, I hereby state that neither Yung Uk Chun nor any of this brothers ever used the ‘332 Trademark or any other related trademarks, in commerce or otherwise.

12. My understanding is that any purported assignment, conveyance, or transfer of any trademark owned by PLH (such as, by way of example only, U.S. TM Reg. No. 2167332, as well as U.S. TM Reg. No. 2167330) without the underlying business or goodwill is null and void from the outset, and is not enforceable.

13. For the foregoing reasons, the ownership of the ‘332 Trademark never changed, and the chain of title remains in the original owner, namely, PLH Products, Inc. Based thereon, and on my personal knowledge of the facts and events set forth in this declaration, I state that PLH Products, Inc. is the correct owner and holder of the title in and of U.S. TM Registration Nos. 2167332 and 2167330, and any other trademarks that incorporate the mark “HEALTH MATE”. PLH has held the ownership rights and title to the said trademark without interruption, and continues to hold such rights and title to this date.

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I declare under penalty of perjury under the laws of the State of California and of the United States that the foregoing is true and correct.

Executed on September 25, 2018, at the City of Buena Park, State of California.



BAIK LEE

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLH PRODUCTS INC		02/24/2011	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	YUNG UK CHUN		
Street Address:	8621 HILL CREST RD		
City:	BUENA PARK		
State/Country:	CALIFORNIA		
Postal Code:	90621		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2167332	HEALTH MATE	
CORRESPONDENCE DATA			
Fax Number:	2133811211		
<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:	2139059191		
Email:	kfreeman7120@gmail.com		
Correspondent Name:	K FREEMAN LEE		
Address Line 1:	3550 WILSHIRE BLVD STE 1110		
Address Line 4:	LOS ANGELES, CALIFORNIA 90010		
NAME OF SUBMITTER:	K FREEMAN LEE		
SIGNATURE:	/kfreemanlee/		
DATE SIGNED:	02/07/2017		
Total Attachments: 8			
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CORRECTED DOC.-00021

OP \$40.00 2167332

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CORRECTED DOC.-00022

HEALTH®
MATE

PLH Products, Inc.
Leader of the Sauna Industry since 1979...

Agreement on Extension of Deadline for Repayment ~~and Transfer of Trademark Rights~~

("Gap") Lender

- | | |
|-------------------|-------------------------------------|
| (1) Yung Uk Chun | 8621 Hill Crest Rd., Buena Park, CA |
| (2) Yung Mun Chun | 71 Cremont Pl., Los Angeles, CA |
| (3) Yung Kil Chun | 2851 Invale Dr., Glendale, CA |

("Eul") Borrower

PLH Products, Inc. 6655 Knott Avenue, Buena Park, CA

"Eul" borrowed a total of US\$1,470,000.00, namely, US\$770,000.00 from "Gap 1", Yung Uk Chun on December 21, 2007, US\$400,000.00 from "Gap 2", Yung Mun Chun on July 18, 2007 and US\$300,000.00 from "Gap 3", Yung Kil Chun, respectively, with the deadline of repayment date set on or before December 31, 2010.

It was agreed that interest rate was 17% per annum; the annual 10% point of the interest would be paid quarterly over the year, and the rest of 21% point of the interest would be paid in a lump sum when the principal amount would be paid off, however,

"Eul" has not paid back the principal amount and the remainder 21% point of the interest up until now, which has been overdue beyond the stipulated repayment date.

Therefore,

It is agreed upon among the parties that ~~the trademark rights of "Eul" should be transferred over to "Gap" on the condition that~~ the deadline of repayment date of the loan would be extended and the interest would be readjusted as below:

1. "Gap" extends the deadline of repayment date of the principal sum of the loan by 3 more years.
2. "Gap" can demand the repayment of the principal sum any time after the 3 years has elapsed, and "Eul" must repay the amount without reservation within 2 months from the date of the demand made.
3. "Gap" forgives the current unpaid interest of 21% point and readjusts the interest rate accrued in the future to 10% per annum.

~~4. "Eul" transfers to the representative of "Gap" his trademark rights registered both in the USA and Europe.~~

~~5. When and if "Gap" sells the transferred trademark rights in the future, "Gap" guarantees that "Eul" would be granted priority right in purchasing the trademark rights.~~

IN WITNESS WHEREOF, "Gap" and "Eul" agreed to execute the above agreement in good faith, and duly affixed their signatures hereunder.

02/24/2011

("Gap") Lender

("Eul") Borrower

Signature Affixed

Signature Affixed

Yung Uk Chun
Representative of Lenders

PLH Products, Inc.
Kyung Min Park, President

LOAN AGREEMENT

(Lender) Yung Uk Chun
8621 Hillcrest Rd, Buena Park, CA 90621

(Borrower) PLH Products, Inc.
6655 Knott Ave, Buena Park, CA 90620

This loan agreement is made between the Lender, Yung Uk Chun (hereinafter referred to as "Gap") and the Borrower, PLH Products, Inc. (hereinafter referred to as "Eul").

Article 1 (Loan Amount and Date of Loan Offered)

"Eul" borrowed US\$770,000.00 from "Gap" on December 21, 2007.

Article 2 (Interest and Repayment)

- 1) Date of Repayment: December 31, 2010
- 2) Interest Rate: At the rate of 17% over the principal sum per annum
- 3) Payment Method of Interest Amount:
Payment of interest rate of 2.5% point shall be made quarterly in installments over the year thus making a total of 10% point per year herein provided, due and payable on the 15th day of the commencing month of each quarter of the year, and the unpaid total amount of interest of the rest of 21% point accumulated over the period of 3 years shall be paid concurrently with the principal amount on the repayment date.
- 4) In the event that "Eul" is in arrears with the payment of interests, 10% of the unpaid interest amount shall be additionally paid.
- 5) If and when arrears with payment of the interest amount occur two times over, this agreement shall be cancelled, and "Eul" shall make both the repayment of the principal amount and the unpaid interest amount immediately.

Article 3 (Others)

- 1) Any term or provision not provided in this agreement shall follow the related laws and the commercial practices.
- 2) Any disputes arising between the parties with regards to this agreement shall be settled and/or resolved at the courthouse having jurisdiction over the address of "Gap".

12/21/2007

"Gap" Lender

"Eul" Borrower

Signature Affixed

Signature Affixed

Yung Uk Chun

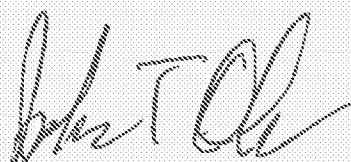
PLH Products, Inc.
Kyung Min Park, President

CERTIFICATE OF TRANSLATION

I am competent in translating documents both in English and Korean, and have personally performed the translation of the attached 3-page Korean document entitled "Loan Agreement" into 3-page English version. The foregoing is true and correct translation of said document.

I declare under penalty of perjury under the laws of the State of California that I personally performed the translation and that it is accurate and complete to the best of my ability.

Executed on January 18, 2017 at Garden Grove, California.



John T. Oh
The Judicial Council of California
Certified Court Interpreter
English/Korean
Certification Number: 301158
714-534-5689

John Taehwan Oh
John Oh Legal Document Assistant
California Certified Court Interpreter
8322 Garden Grove Blvd. Suite B-2
Garden Grove, CA 92844



PLH Products, Inc.

Leader of the Sauna Industry since 1979.

채무 연장 및 상표권 양도 약정서

(갑) 채권자

- (1) YUNG UK, CHUN 8821 HILL CREST RD. BUENA PARK, CA. 90621
- (2) YUNG MUN, CHUN 71 CREMONT PL. LOS ANGELES, CA 90005
- (3) YUNG KIL, CHUN 2851 INVALE DR. GLENDALE, CA 91208

(을) 채무자

PLH PRODUCTS, INC 6655 KNOTT AVENUE BUENA PARK, CA

(을)은 2007년 12월 21일 (갑 1) YUNG UK CHUN 으로부터 US\$770,000 을, 2007년 7월 16일 (갑 2) YUNG MUN CHUN 으로부터 US\$400,000 을, 2007년 12월 18일 (갑 3) YUNG KIL CHUN 으로부터 US\$300,000, (총액 US\$ 1,470,000) 을 2010년 12월 31일 까지 상환하기로 하고 차입하였다.

이자는 년 17%로 하되, 이자 지급은 년 10%는 매 분기별로 지급하고, 잔여분 21%는 원금 상환시 일시불로 지급하기로 약속 하였으나,

(을)은 약정기일이 지난 현재 까지 채무 원금과 잔여 이자 21%를 상환 하지 못하고 있는바

이에 (갑)과 (을)은 다음과 같이 (갑)의 채무 변제 기일 연장과 이자 조정의 조건으로 (을)의 상표권을 (갑)에게 양도하기로 합의 한다.

CORRECTED DOC.-00027



(합의 사항)

1. (갑)은 채무 원금 상환 기일을 9년 연장해 준다.
2. (갑)은 9년 이후 언제든지 채무 원금 상환을 요구할 수 있고, (을)은 (갑)의 요청이 있을 날로부터 2개월 이내에 조건 없이 상환해야 한다.
3. (갑)은 현재까지의 미지급 이자 21%는 탕감해 주고, 향후 이자는 년 10%로 조정해 준다.

~~4. (을)은 미국과 유럽에 등록되어 있는 (을)의 등록 상표인 "HEALTH MATE" 상표권을~~

~~(갑)의 대표에게 양도 한다.~~

~~5. 향후 (갑)이 양도 받은 상표권을 매각하고자 할 때는 (을)에게 우선 매입할 수 있는 권리를 보장 한다.~~

(갑)과 (을)은 상기 합의사항을 성실히 이행하기로 합의하고 본 약정서를 서명 보관한다.

2011년 2월 24일

(갑) 채권자

(을) 채무자

채권자 대표 YUNG UK CHUN

PLH PRODUCTS, INC.

KYUNG MIN PARK / PRESIDENT

CORRECTED DOC.-00028

금전 차용 계약서

(채권자) Yung Uk Chun : 8621 hillcrest Rd., Buena Park, CA 90621

(채무자) PLH Products, Inc. : 6655 Knott Ave., Buena Park, CA 90620

채권자 Yung Uk Chun (이하 "갑"이라 칭한다) 와 채무자 PLH Products, Inc. (이하 "을"이라 칭한다) 는 상호간에 다음과 같이 금전 차용 계약을 체결한다.

제 1 조 (차용액 및 차용 일자)

(을)은 (갑)에게서 2007 년 12 월 21 일 미화 칠십 칠 만불 (US\$ 770,000.-) 을 차용 하였음.

제 2 조 (이자 및 상환)

1. 상환일 : 2010 년 12 월 31 일
2. 이자 : 월금의 년 17%
3. 이자지급 방법:
년 10%는 매 분기 시작 월 15 일에 2.5% 씩 지급하고 3 년간 미지급 21% 이자는 월금 상환 일에 원금과 함께 지급한다.
4. (을)이 이자지급을 연체하는 경우 이자액의 10% 를 연체금으로 추가 지급한다.
5. 2 회 이상의 연체시 본 계약은 해지되고 (을)은 즉각 원금 및 잔여 이자를 상환한다

제 3 조 (기타사항)

1. 본 계약서에 명시되지 않는 부분에는 관련 법규 및 상관습에 따른다.
2. 본계약과 관련하여 당사자간의 분쟁이 발생할 경우 (갑)의 주소지 관할 법원에서 해결한다.

2007 년 12 월 21 일

(갑) 채권자


Yung Uk, Chun

(을) 채무자


PLH Products, Inc.
Young Min Park/President

TRADEMARK

REEL: 006080 FRAME: 0750

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of ORANGE) S.S.

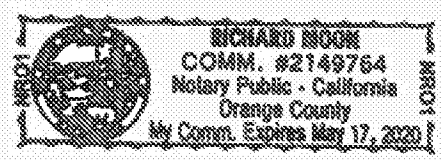
On 01/18/2017 before me, Richard Moon, Notary Public
(here insert name and title of the officer)

personally appeared John Taiwan Oh

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of CERTIFICATE OF TRANSLATION

containing one pages, and dated 01/18/2017

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CORRECTED DOC. - 00030