

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sandream Enterprises, LLC		10/15/2018	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Sandream Impact LLC		
Street Address:	373 Rt. 46 W, Building E		
City:	Fairfield		
State/Country:	NEW JERSEY		
Postal Code:	07004		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4379197	HUPERPURE A	
Registration Number:	3557945	SANDREAM	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	20761-00034		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	10/17/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”), dated as of October 15, 2018, is made by Sandream Enterprises, LLC, a New Jersey limited liability company having a principal place of business at 373 Rt. 46 W, Building E, Fairfield, New Jersey 07004 (“Assignor”) in favor of Sandream Impact LLC, a New Jersey limited liability company having a principal place of business at 373 Rt. 46 W, Building E, Fairfield, New Jersey 07004 (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in certain marks, trademark applications, and trademark registrations set forth in the attached Schedule A (the “Trademarks”); and

WHEREAS, Assignor is the owner of all right, title and interest in certain domain names, set forth in the attached Schedule B (the “Domain Names”); and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to accept said Trademarks and Domain Names, including the goodwill respectively associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Assignor does hereby irrevocably convey, sell, transfer, and assign to Assignee, and Assignee accepts, all of Assignor’s right, title and interest in and to the following:

- a) the Trademarks and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies the transfer of Assignor’s business, or that portion of the business to which such Trademarks pertain, and that business is ongoing and existing;
- b) the Domain Names together with the goodwill of the business connected with the use thereof;
- c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violations, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of the Assigned Trademarks or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

Assignee acknowledges that Assignor may continue to use the name "Sandream Enterprises, LLC" as its company name (but not as a trademark or service mark), and that Assignor's use of the name "Sandream Enterprises, LLC" solely as its company name does not infringe upon or otherwise constitute an impermissible use of any of the Assigned Trademarks.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. A signature sent by electronic means, including facsimile transmission or e-mail, shall be as binding as delivery of a manually executed copy of this Assignment.

This Assignment reflects the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned Trademarks from Assignor to Assignee, and supersedes all prior agreements and understandings between the parties hereto regarding the subject matter of this Assignment.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.

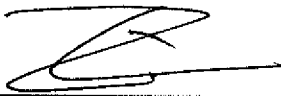
The parties hereto submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, provided that if jurisdiction is not then available in such court, then to the jurisdiction of any federal court located in the State of Delaware in respect of the interpretation and enforcement of the provisions of this Assignment and waive, and will not assert, any defense in any action for the interpretation or enforcement of this Assignment, that they are not subject to the courts' jurisdiction or that the action may not be brought or is not maintainable in such courts or that this Assignment may not be enforced in or by such courts or that their respective property is exempt or immune from execution, that the action is brought in an inconvenient forum or that the venue of the action is improper.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their authorized representatives set forth below.

ASSIGNOR:

Sandream Enterprises, LLC

By: 
Name: Ping Zhang
Title: Manager
Date: October 13, 2018

NEW JERSEY :
COUNTY OF Morris : ss:
:

On this 13 day of October, 2018, before me personally came Ping Zhang to me known, who being duly sworn, did depose and say that s/he is Manager of Sandream Enterprises, LLC and that s/he executed the above Assignment on behalf of Sandream Enterprises, LLC.

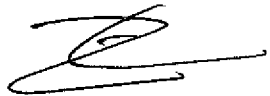
MICHAEL FERRENTINO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/13/2019


Notary Public

Accepted and agreed to:

ASSIGNEE:

Sandream Impact LLC

By: 
Name: Ping Zhang
Title: Manager, Sandream Enterprises, LLC, Managing Member
Date: October 13, 2018

SCHEDULE A

Country	Mark	Registration No.	Registration Date	Owner
China	SANDREAM	5784159	Nov. 21, 2009	Sandream Enterprises, LLC
China	SANDREAM	5784161	Dec. 7, 2009	Sandream Enterprises, LLC
China	SynMira	8291148	May 14, 2011	Sandream Enterprises, LLC
U.S.	HUPERPURE A	4,379,197	Aug. 6, 2013	Sandream Enterprises, LLC
U.S.	SANDREAM	3,557,945	Jan. 6, 2009	Sandream Enterprises, LLC

SCHEDULE B

Domain Names
www.sandreamllc.com
www.sandreamimpact.com