

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alibaba Group Holding Limited		11/06/2018	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	DingTalk Holding (Cayman) Limited		
Street Address:	P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road		
City:	Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Postal Code:	KY1-1205		
Entity Type:	Corporation: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86629661	DINGTALK	
Serial Number:	86629668		
Serial Number:	86629687		
Serial Number:	86691499		
Serial Number:	86641550		
Serial Number:	86641544		
Serial Number:	86641558		
CORRESPONDENCE DATA			
Fax Number:	2025858080		
<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:	2025858000		
Email:	nptm@nixonpeabody.com		
Correspondent Name:	Jeffrey L. Costellia, Nixon Peabody LLP		
Address Line 1:	799 9th Street, NW, Suite 500		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	074619-204		
DOMESTIC REPRESENTATIVE			

CH \$190.00 86629661

Name:	Jeffrey L. Costellia, Nixon Peabody LLP
Address Line 1:	799 9th Street, NW, Suite 500
Address Line 4:	Washington, D.C. 20001
NAME OF SUBMITTER:	Lauren J Arnold, Attorney of Record
SIGNATURE:	/Lauren J Arnold/
DATE SIGNED:	01/02/2019
Total Attachments: 3 source=074619-204 Assignment from Alibaba to DingTalk#page1.tif source=074619-204 Assignment from Alibaba to DingTalk#page2.tif source=074619-204 Assignment from Alibaba to DingTalk#page3.tif	

Trade Marks Assignment Agreement

This Agreement is dated 6 November 2018 and made at 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong between:

Assignor: ALIBABA GROUP HOLDING LIMITED

Registered Office: Fourth Floor, One Capital Place, P.O. Box 847, George Town, Grand Cayman, Cayman Islands

Hereinafter referred to as "Assignor".

Assignee: DINGTALK HOLDING (CAYMAN) LIMITED

Registered Office: P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands

Hereinafter referred to as "Assignee".

WHEREAS

- A. Alibaba Group Holding Limited and DingTalk Holding (Cayman) Limited have signed the "DingTalk Independent Project Framework Agreement" in April 2018. Pursuant to the provisions of the "DingTalk Independent Project Framework Agreement", the Assignor and Assignee have now reached this Assignment Agreement in respect of the intellectual property rights set out in Schedule 1 (hereinafter "this Agreement").
- B. The Assignor is the owner of all trade marks listed in Schedule 1.

Clause 1 Assignment

- 1.1 The Assignor agrees to assign all rights and benefits in relation to the trade marks listed in Schedule 1 to the Assignee, including all of the goodwill associated with each of the listed trade marks.
- 1.2 The Assignee will handle the intellectual property assignment applications and examination procedures relative to the subject matters in this Agreement at the relevant official authorities. The Assignee will bear all costs relevant to the assignment procedures and will prepare all documents relevant to the assignment procedures. If the Assignee requires any assistance from the Assignor in the course of preparing for the assignment procedures, the Assignor should endeavor to provide assistance.

Clause 2 Consideration

- 2.1 The parties agree that the assignment of the trade marks pursuant to this Agreement is made in consideration of the mutual promises and covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Clause 3 Warranties

- 3.1 The Assignor hereby represents and warrants that it is the sole owner of the trade marks listed in Schedule 1 and has the rights to assign the foregoing trade marks to the Assignee.

Clause 4 The Effective Date and the Termination of this Agreement

- 4.1 This Agreement will take effect upon signing by all parties of this Agreement. For the avoidance of doubt, the effective date is the date on which the last party signs this Agreement.
- 4.2 This Agreement will remain effective until all assignments referred to in this Agreement have been completed and all the assignment registration procedures in relation to the trade marks have been completed at the relevant official authorities and will be terminated upon receipt of the official notification(s).

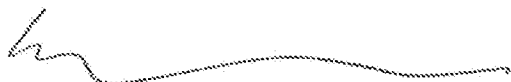
Clause 5 Liability of Breach of this Agreement

- 5.1 The Assignor and the Assignee should strictly comply with all provisions of this Agreement, otherwise the defaulting party should be liable for the breach and for the direct economic loss caused to the non-defaulting party as a result of the breach.

Clause 6 Applicable Law and Dispute Resolution

- 6.1 This Agreement is governed by and interpreted based on the law of the Hong Kong Special Administrative Region.
- 6.2 Any disputes arising from the signing of this Agreement or in relation to this Agreement ("Disputes"), should be resolved by amicable settlement.
- 6.3 The requesting party should notify the other party of any Disputes that have arisen and the nature of such Disputes in a timely manner by way of a notice which contains a notification date. If the Disputes cannot be resolved through settlement within 30 days after the date of notification, any party can submit the Disputes to arbitration in Hong Kong pursuant to the then effective rules of the Hong Kong International Arbitration Centre ("HKIAC") (such rules are hereby referred to and incorporated in this Agreement), and the Disputes should be finally resolved by binding arbitration. The arbitration proceedings should be conducted in Chinese. There should be one arbitrator designated by both parties. If the parties cannot agree on the nomination of the designated arbitrator, such arbitrator should be designated by the chairperson of the HKIAC.

Assignor:




Authorised representative: LI, Ka Ming Angela

Title: Senior Legal Counsel, Head of Soft IP

Date of signing: 6 November 2018

Assignee:



Authorised representative: LI, Ka Ming Angela

Title: Senior Legal Counsel, Head of Soft IP

Date of signing: 6 November 2018

Schedule 1

	Country	Trade Mark	Class(es)	Application No./ Registration No.
1	US	DINGTALK	9, 16, 35, 38, 41, 42, 45	86629661
2	US	钉钉	9, 16, 35, 38, 41, 42, 45	86629668
3	US		9, 16, 35, 38, 41, 42, 45	86629687
4	US		9, 16, 35, 38, 41, 42, 45	86691499
5	US	钉应用	9, 16, 35, 38, 41, 42, 45	86641550
6	US	钉盘	9, 16, 35, 38, 41, 42, 45	86641544
7	US	钉邮	9, 16, 35, 38, 41, 42, 45	86641558