

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bringhub, LLC		05/31/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ultima Top Limited		
Street Address:	143 Second Street		
Internal Address:	Flat C, 14/F, Hoi Sing Building		
City:	Hong Kong		
State/Country:	HONG KONG		
Entity Type:	International Company: SAMOA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5508869	BRINGHUB	
Registration Number:	5381366	BRINGHUB	
Serial Number:	86629857	BRINGHUB	
Registration Number:	5680853	B	
Serial Number:	88157604	PLUCK	
Serial Number:	88157607	PLUCK	
CORRESPONDENCE DATA			
Fax Number:	4242391882		
<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:	4242391890		
Email:	ipdocketing@lkpgl.com		
Correspondent Name:	LKP Global Law, LLP		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 480		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Andrew B. Chen		
SIGNATURE:	/Andrew B. Chen/		
DATE SIGNED:	06/03/2019		

OP \$165.00 5508869

Total Attachments: 5

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EXHIBIT 9.1(c)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of May 31, 2019 (the “**Effective Date**”) by and between Bringhub (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as Buyer for the benefit of creditors of bringhub, Inc. (“**Seller**”), and Ultima Top Limited, a Samoan international company (“**Buyer**”). Seller and Buyer are collectively referred to herein as the “**Parties**”. Unless otherwise defined herein, capitalized terms are used herein as defined in that certain Asset Purchase Agreement dated as of May 31, 2019 (the “**Asset Purchase Agreement**”) by and between the Parties.

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Seller enters into this Agreement to transfer the Purchased Assets (as defined in the Asset Purchase Agreement) to Buyer; and

WHEREAS, Seller has agreed to transfer, sell and assign to Buyer all right, title and interest in and to the Purchased Assets, together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment of Domain Names. On the Effective Date hereof, Seller hereby grants, assigns, and quitclaims to Buyer all of its right, title, and interest in and to the Purchased Domains (as defined in the Asset Purchase Agreement), including the domain names set forth in Schedule I hereto.

2. Assignment of Trademarks. Seller hereby sells, transfers, conveys, assigns and delivers to Buyer and Buyer accepts all right, title and interest of Seller in and to the Purchased Trademarks (as defined in the Asset Purchase Agreement), including the trademarks set forth in Schedule II hereto.

3. Assignment of Patents. Seller hereby sells, transfers, conveys, assigns and delivers to Buyer and Buyer accepts all right, title and interest of Seller in and to the Purchased Patents (as defined in the Asset Purchase Agreement), including the patent applications set forth in Schedule III hereto.

4. Rights and Privileges. Seller agrees that all rights and privileges, including without limitation the right to sue for and receive all damages from future infringements of the Purchased Assets, shall be held and enjoyed by Buyer and its successors and assigns.

5. Authorization.

(a) Seller authorizes and requests the Commissioner of Patents and Trademarks

of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark applications and/or registrations and patent applications and/or patents (including any applications pursuant to the Patent Cooperation Treaty) for registration of trademarks and patents, to record Buyer as the Buyer and owner of any and all of Seller's rights in the Purchased Trademarks and Purchased Patents.

(b) Seller authorizes and requests the registrar(s) of the Purchased Domains to initiate the transfer process and removal of any locks, and to effectuate the transfer of ownership of the Purchased Domains to Buyer so that Buyer will be (i) the sole registered owner of the Purchased Domains and will be registered on whatever ICANN-accredited domain name registrar that Buyer shall designate.

6. Relationship with the Asset Purchase Agreement. This Agreement is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. This Agreement is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This Agreement is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement, except that the Schedules attached to this Agreement shall take precedence over the schedules to the Asset Purchase Agreement for purposes of this Agreement.

7. Further Assurances. Seller hereby undertakes to give to Buyer all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Agreement in favor of Buyer to perfect Buyer's ownership of or title to the Purchased Domains, Purchased Trademarks and Purchased Patents. Seller agrees to execute and deliver without further consideration such further instruments and other documents, and to cooperate with Buyer in any manner as may be reasonably required by Buyer to vest all rights, title, and interest in and to the Purchased Domains, Purchased Trademarks and Purchased Patents in Buyer and to effectuate the purpose and intent of this Agreement so that the transfer of the Purchased Domains, Purchased Trademarks and Purchased Patents to Buyer is appropriately recorded, even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

8. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Seller and Buyer.

9. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of California without giving effect to the conflict of laws rules thereof.

10. Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property Assignment Agreement to be executed on the Effective Date.

SELLER:

Bringhub (assignment for the benefit of creditors),
LLC, solely as assignee for the benefit
of creditors of bringhub, Inc.

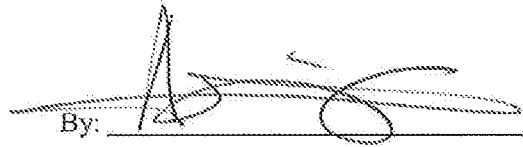
By: _____

Name: _____

Its: _____

BUYER:

Ultima Top Limited

By:  _____

Name: YIP Lung Sang _____

Its: Director _____

Signature Page to Intellectual Property Assignment Agreement

SCHEDULED II

Purchased Trademarks

1. “BRINGHUB” - standard character mark (U.S. Trademark Registration No. 5508869 (Serial No. 86629762) registered on July 3, 2018).
2. “BRINGHUB” - standard character mark (U.S. Trademark Registration No. 5381366 (Serial No. 86983453) registered on January 16, 2018).
3. “BRINGHUB” – an illustration drawing which includes word(s)/letter(s)/number(s) (Live U.S. Trademark Application – U.S. Serial Number 86629857 – application filing date: May 14, 2015).
4. “B” – an illustration drawing which includes word(s)/letter(s)/number(s) (U.S. Trademark Registration No. 5680853 (Serial No. 86629886) registered on February 19, 2019).
5. “PLUCK” - standard character mark (Live U.S. Trademark Application – U.S. Serial Number 88157604 – application filing date: October 16, 2018).
6. “PLUCK” - an illustration drawing which includes word(s)/letter(s)/number(s) (Live U.S. Trademark Application – U.S. Serial Number 88157607 – application filing date: October 16, 2018).