

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529162

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wei Zheng		06/20/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	US BLUEPURE FILTRATION SYSTEMS CORPORATION		
<b>Street Address:</b>	6 Carol Lane		
<b>City:</b>	River Edge		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07661		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86012378	BLUEPURE WATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7327673020		
<b>Email:</b>	shan.zhu@wanggaolaw.com		
<b>Correspondent Name:</b>	Heng Wang		
<b>Address Line 1:</b>	36 Bridge Street		
<b>Address Line 4:</b>	Metuchen, NEW JERSEY 08840-2276		
<b>NAME OF SUBMITTER:</b>	Heng Wang		
<b>SIGNATURE:</b>	/Heng Wang/		
<b>DATE SIGNED:</b>	06/25/2019		
<b>Total Attachments: 6</b>			
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OP \$40.00 86012378

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and is effective as of June 20, 2019 (the "Agreement Date"), by and between (1) Wei Zheng, a natural person who resides at 7234 Austin St. 6E, Forest Hills, New York 11375 ("Mr. Zheng"); and (2) US BLUEPURE FILTRATION SYSTEMS CORPORATION ("US BLUEPURE"), a New Jersey Corporation with an address at 6 Carol Lane, River Edge, New Jersey 07661. Mr. Zheng and US BLUEPURE may be referred to herein collectively as "the Parties" and individually as "Party".

WHEREAS, since at least January, 2008, Mr. Zheng or his predecessors-in-interest have used the trademark BLUEPURE WATER in word and in the stylized form at Exhibit A (the "BLUEPURE WATER") in the United States in connection with the sale of apparatus for filtering drinking water, filters for drinking water, filters made of fiber for water filtration; tap-water purifying apparatus, waste water purification units, wastewater treatment tanks, and water softening units, in class 11; and

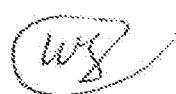
WHEREAS, Mr. Zheng is the owner of record of U.S. Trademark Reg. No. 4,566,757 (the "BLUEPURE WATER Registration") for the BLUEPURE WATER on the Principal Register of the United States Patent and Trademark Office (the "USPTO"); and

WHEREAS, Mr. Zheng has agreed to assign to US BLUEPURE all right, title and interest he has or may have in and to the BLUEPURE WATER and the BLUEPURE WATER Registration on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Assignment, the Parties hereby agree as follows:

1. Mr. Zheng hereby assigns, transfers, conveys and delivers exclusively to US BLUEPURE, free and clear of any liens, encumbrances, or claims of third parties, and US BLUEPURE hereby acquires and receives from Mr. Zheng, all right, title and interest that Mr. Zheng has or may have in and to the BLUEPURE WATER in the United States, including the BLUEPURE WATER Registration and all common law rights in the BLUEPURE WATER, together with the goodwill of the business which is symbolized by the BLUEPURE WATER, and with the right to recover for damages and profits and all other remedies for past infringements thereof. Mr. Zheng further agrees to execute and deliver to US BLUEPURE, its successors and assigns, such other and further assignments, instruments and documents as US BLUEPURE reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing, or defending US BLUEPURE's ownership of all of Mr. Zheng's right, title and interest of every kind and nature whatsoever in and to the BLUEPURE WATER and the BLUEPURE WATER Registration. Without limiting the foregoing, and for purposes of recordation with the USPTO, the Parties shall execute the Trademark Assignment in the form attached as Exhibit B.

2. Within fourteen (14) days after the Agreement Date, Mr. Zheng shall (a) cease all use of the BLUEPURE WATER and any other trade name, trademark, or service mark that contains



the term "BLUEPURE WATER" or a confusingly similar name; and (b) deliver up to US BLUEPURE at the address provided below all products bearing the BLUEPURE WATER and to destroy all materials bearing the BLUEPURE WATER.

3. Mr. Zheng hereby undertakes as of the Agreement Date not to file any application, attempt to use or use or register any name containing BLUEPURE WATER or a confusingly similar name including but not limited to a trademark, domain name or social media user name. Mr. Zheng shall refrain from (a) directly or indirectly (including, without limitation, voluntarily assisting any third party in) attacking, challenging or disparaging US BLUEPURE's use, registration, or ownership of, or the validity of the BLUEPURE WATER; and (b) initiating any future cancellation proceeding, on any basis, with the United States Patent and Trademark Office challenging US BLUEPURE's right to register or maintain registrations for the BLUEPURE WATER or any mark incorporating the term BLUEPURE WATER, including but not limited to the BLUEPURE WATER Registration.

4. Mr. Zheng represents and warrants to US BLUEPURE that, as of the Agreement Date, Mr. Zheng is the sole owner of his BLUEPURE WATER and the BLUEPURE WATER Registration, that no third party has any ownership interest in and to his BLUEPURE WATER and the BLUEPURE WATER Registration, and that his BLUEPURE WATER and the BLUEPURE WATER Registration have not been sold, assigned, transferred or otherwise encumbered by Mr. Zheng to any other person or entity.

5. Mr. Zheng represents and warrants to US BLUEPURE that, as of the Agreement Date, there are no outstanding or unresolved complaints or customer orders relating to the BLUEPURE WATER products or the use of the BLUEPURE WATER.

6. In consideration for Mr. Zhang's assignment, promises, representations and warranties made herein, US BLUEPURE shall pay to Mr. Zheng the sum of \$ 1 (receipt of which Mr. Zhang hereby acknowledges).

7. The Parties acknowledge that they have knowingly and voluntarily entered into this Agreement after reviewing the same. Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement, and that it understands the undertakings, obligations and terms contained in this Agreement.

8. This Agreement constitutes the entire agreement between the Parties, with respect to the matters contained herein, and supersedes all prior negotiations or agreements between the Parties with respect to such matters.

9. This Agreement shall not be construed to make either Party the agent of the other, or to create a partnership or joint venture between the Parties, and, except as expressly set forth in this Agreement, neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

10. This Agreement shall be binding upon and inure to the benefit of the Parties, their officers, agents, legal representatives, employees, successors, and assigns.



11. If a Party brings an action to enforce the terms of this Agreement, and prevails in that action, the other Party shall reimburse that Party for any reasonable costs, expenses and attorneys' fees.

12. This Agreement and the terms of this Agreement are confidential between the Parties and shall not be disclosed to third parties, except on a confidential basis to professional advisors representing either of the Parties as may be necessary in the conduct of the Parties' respective businesses, or as may be required by law.


13. Any notices served under this agreement should be addressed to the Parties at the following addresses:

Wei Zheng  
7234 Ausim St. 6F,  
Forest Hills, New York 11375

US BLUERURE FILTRATION SYSTEMS CORPORATION  
6 Carol Lane  
River Edge, New Jersey 07661

15. This Agreement, and the assignment shown in Exhibit B, may be executed in one or more counterparts, each of which shall be deemed an original. A faxed or electronic signature shall be sufficient.

Date: June 20, 2019

  
Wei Zheng

Date: 6/20/19

  
US BLUERURE FILTRATION SYSTEMS CORPORATION  
by: Dongfeng Zhang  
Title: President

Exhibit A

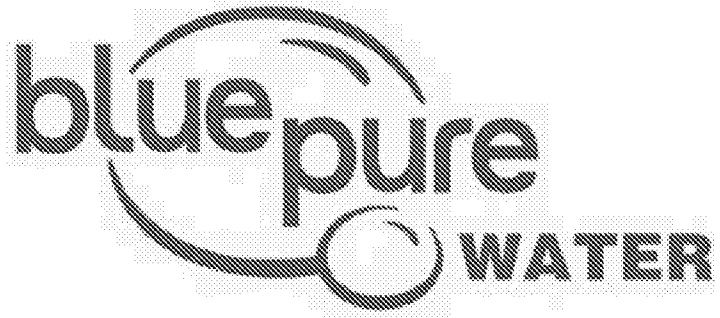


Exhibit B

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and is effective as of June 22, 2019 (the "Agreement Date"), by and between (1) Wei Zheng, a natural person who resides at 7234 Austin St. 6F, Forest Hills, New York 11375 ("Mr. Zheng"); and (2) US BLUEPURE FILTRATION SYSTEMS CORPORATION ("US BLUEPURE"), a New Jersey Corporation with an address at 6 Carol Lane, River Edge, New Jersey 07661. Mr. Zheng and US BLUEPURE may be referred to herein collectively as "the Parties" and individually as "Party".

WHEREAS, since at least January, 2008, Mr. Zheng or his predecessors-in-interest have used the trademark BLUEPURE WATER in word and in the stylized form at Exhibit A (the "BLUEPURE WATER ") in the United States in connection with the sale of apparatus for filtering drinking water, filters for drinking water, Filters made of fiber for water filtration; tap-water purifying apparatus, waste water purification units, wastewater treatment tanks, and water softening units, in class 11; and

WHEREAS, Mr. Zheng is the owner of record of U.S. Trademark Reg. No. 4,566,757 (the "BLUEPURE WATER Registration") for the BLUEPURE WATER on the Principal Register of the United States Patent and Trademark Office (the "USPTO"); and

WHEREAS, Mr. Zheng has agreed to assign to US BLUEPURE all right, title and interest he has or may have in and to the BLUEPURE WATER and the BLUEPURE WATER on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, Mr. Zheng hereby assigns, transfers, conveys and delivers exclusively to US BLUEPURE, free and clear of any liens, encumbrances, or claims of third parties, and US BLUEPURE hereby acquires from Mr. Zheng, all right, title and interest that Mr. Zheng has or may have in and to the BLUEPURE WATER in the United States, including the BLUEPURE WATER Registration and all common law rights in the BLUEPURE WATER, together with the goodwill of the business which is symbolized by the BLUEPURE WATER, and with the right to recover for damages and profits and all other remedies for past infringements thereof.


Date: June 22, 2019

  
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Wei Zheng

Date: 6/22/19

  
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US BLUERURE FILTRATION SYSTEMS  
CORPORATION  
by: Dongfeng Zhang  
Title: President