

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554851

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| MAMIYA AMERICA CORPORATION  |  | 11/28/2019            | Corporation: NEW YORK |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | SHENZHEN DSQN INVESTMENT CO., LTD                  |                       |                       |
| <b>Street Address:</b>  | New Paradise Industrial Park, Bantian St.          |                       |                       |
| <b>Internal Address:</b>  | ROOM 2008, BAIRUIDA BUILDING                       |                       |                       |
| <b>City:</b>  | Longgang District, SHENZHEN                        |                       |                       |
| <b>State/Country:</b>   | CHINA  |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: CHINA                   |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4798595  | SARAMONIC             |                       |
| <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>   | 9175880481   |                       |                       |
| <b>Email:</b>   | tonyhom@live.com                                   |                       |                       |
| <b>Correspondent Name:</b>  | Tony Hom   |                       |                       |
| <b>Address Line 1:</b>  | 81 70 st   |                       |                       |
| <b>Address Line 4:</b>  | brooklyn, NEW YORK 112091113                       |                       |                       |
| <b>DOMESTIC REPRESENTATIVE</b>  |  |                       |                       |
| <b>Name:</b>  | Tony Hom   |                       |                       |
| <b>Address Line 1:</b>  | 81 70th St   |                       |                       |
| <b>Address Line 4:</b>  | Brooklyn, NEW YORK 11209                           |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Tony Hom   |                       |                       |
| <b>SIGNATURE:</b>   | /Tony Hom/   |                       |                       |
| <b>DATE SIGNED:</b>   | 12/25/2019   |                       |                       |
| <b>Total Attachments: 2</b>   |  |                       |                       |

OP \$40.00 4798595

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## US TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") made and entered into by and between –

MAMIYA AMERICA CORPORATION, with registered address at "75 VIRGINIA ROAD, NORTH WHITE PLAINS, NEW YORK UNITED STATES 10603" (hereinafter referred to as "Assignor");

and

Shenzhen DSQN Investment Co., Ltd., with registered address at "Room 2008, Bairuida Building, New Paradise Industrial Park, Bantian Street, Longgang District, Shenzhen, China" (hereinafter referred to as "Assignee");

WHEREAS, Assignor exclusively and absolutely own the title to and all of the rights, including intellectual property rights ("IPR"), and interest in the trademark registered the United States of America ("U.S.") with U.S. Registration No. 4798595 (Serial Number: 86469624), together with the goodwill associated with and symbolized by the said trademark (hereinafter referred to as "Trademark A");

WHEREAS, on the terms set forth below, Assignor desires to unconditionally and irrevocably assign, transfer and convey, and Assignee desires to acquire, the title to and all such rights, including but not limited to the IPR, interests and goodwill in Trademark A;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties hereby mutually agree as follows:

### **A. Assignment**

That, for valuable consideration in the sum of U.S. DOLLAR ONE, receipt of which is hereby acknowledged by the Assignor from the Assignee, the Assignor does hereby unconditionally and irrevocably assign, transfer and convey to the Assignee its title to and all of its rights, including IPR, and interests in Trademark A, together with the goodwill associated with and symbolized by Trademark A, with effect from 10<sup>th</sup> July 2019.

### **B. Representations and Warranties**

Assignor hereby represents and warrants that:

1. Trademark A is free from any and all liens, encumbrances, security interests, or licenses;
2. Trademark A does not infringe any rights of a third person;
3. Trademark A is validly registered in US.
4. Assignor is the exclusive and absolute owner of the title, rights, IPR, interests, and goodwill in Trademark A;
5. Assignor has the right, power and authority to assign, transfer and convey its title, rights, IPR, interests and goodwill in Trademark A;
6. there is no decision issued, or pending issuance, by a court, whether administrative, civil or criminal, or a government entity or authority against Trademark A or Assignors's title, rights, IPR, interests, and goodwill in Trademark A;
7. there is no pending or foreseeable future action, suit or claim against Trademark A or Assignor's title, rights, interests, and goodwill in Trademark A; and
8. Assignor has not sold, assigned, transferred, conveyed, donated, licensed, pledged or mortgaged, or encumbered any or all of its title, rights, interests and goodwill in Trademark A to any third party.

### **C. Obligations**

Assignor's obligations include, but are not limited to, the following:

1. Assignor shall promptly provide all documents and paperwork necessary or incidental to completing the assignment, including but not limited to filing this Agreement and having it recorded with United States Patent and Trademark Office ("USPTO").
2. Assignor shall stop using Trademark A after the signing date of this Agreement.
3. Assignor shall fully indemnify, defend and hold harmless Assignee and its directors, officers, employees and agents, from and against any and all claims, demands, damages, expenses, attorney's fees, or liability, of whatever nature and kind, made or asserted against Assignee relating to Trademark A and/or this Agreement.

#### D. Miscellaneous Provisions

**Governing Law and Venue.** This Agreement shall be construed and governed by the laws of U.S.. Any action or suit, including mediation and arbitration proceedings shall be filed with the proper courts of the U.S..

**Dispute Resolution.** Either party, however, shall not institute any legal or administrative proceeding for claims arising out of a dispute pursuant to this Agreement without first attempting to resolve the dispute through negotiation and, thereafter, non-binding mediation or arbitration.

**Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties and may not be altered, amended or added to unless such amendment or addition is in writing and signed by both an authorized officer of both Parties. This Agreement shall be deemed to cancel and supersede the terms of all prior written or oral agreements and understandings, if any, between Parties pertaining to Trademark A.

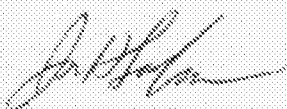
**Severability.** Each provision contained in this Agreement shall for all purposes be construed to be separate and independent. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement; and the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, it being hereby agreed that such provisions are severable and that this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

This Trademark Assignment Agreement may be executed in counterparts or counterpart signature pages, each of which should be deemed to be an original and together shall constitute a single document.

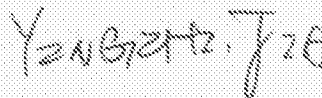
IN WITNESS WHEREOF, the Assignor and the Assignee have signed this agreement on the 28<sup>th</sup> NOVEMBER 2019.

For and on behalf of the Assignor

For and on behalf of the Assignee



(Director's Name: Jan K. Lederman )  
(Company Name: MAMIYA AMERICA CORPORATION)



(Director's Name: Yingzhi JIA )  
(Company Name: Shenzhen DSON Investme Co., Ltd)

**TRADEMARK**