

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vape-X		02/20/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hanu Labs, Inc.		
Street Address:	969-G Edgewater Blvd. #250		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87951221	HANU	
Registration Number:	5578894	VAPEXHALE	
Registration Number:	4349327	VAPEXHALE	
Registration Number:	4161728	VAPEXHALE CLOUD	
Registration Number:	5945101	HANU STONE	
Registration Number:	5902917	H	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4153060890		
Email:	james@marionesq.com		
Correspondent Name:	James P Marion		
Address Line 1:	1801 9th Avenue		
Address Line 4:	San Francisco, CALIFORNIA 94122		
NAME OF SUBMITTER:	James P Marion		
SIGNATURE:	/James Marion/		
DATE SIGNED:	04/07/2020		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of February 20, 2020 ("**Effective Date**"), is made by **VAPE-X**, a California corporation, located at 969-G Edgewater Blvd. #250, Foster City, CA 94404 ("**Seller**"), in favor of **HANU LABS, INC.**, a California corporation, located at 969-G Edgewater Blvd. #250, Foster City, CA 94404 ("**Buyer**").

WHEREAS, Seller wishes to transfer and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with various authorities as necessary; and

WHEREAS, Seller is owner of the trademarks, as well as the federal trademark registrations and applications, as set forth in the attached **Schedule 1** ("**Trademarks**"); and

WHEREAS, Buyer wishes to acquire all rights that Seller may have in the and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) the Trademarks set forth in **Schedule 1** attached hereto;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, violation, 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.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

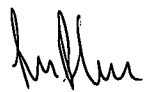
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

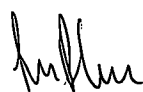
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Date.

VAPE-X

By: 
 Name: Seibo Shen
 Title: CEO

AGREED TO AND ACCEPTED:

HANU LABS, INC.

By: 
 Name: Seibo Shen
 Title: CEO

SCHEDULE 1

US Federal Trademark Registrations:

- 1) VAPEXHALE – Reg. No. 5578894
- 2) Vapexhale (Stylized Design) – Reg. No. 4349327
- 3) VAPEXHALE CLOUD – Reg. No. 4161728
- 4) Hanu Stone – Reg. No. 5945101
- 5) Hanu (Stylized Design) – Reg. No. 5902917

US Federal Trademark Applications Pending:

- 1) Hanu – Serial No. 87951221