

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yiwu Prudential Network Technology Co., Ltd		04/16/2020	Limited Company: CHINA
RECEIVING PARTY DATA			
Name:	Shenzhen Ruiyuelai Clothing Co., Ltd.		
Street Address:	301, No. 6401-6403, Longgang Avenue, Longgang District		
Internal Address:	Longgang Community, Longgang Street		
City:	Shenzhen, Guangdong		
State/Country:	CHINA		
Postal Code:	518172		
Entity Type:	Limited Company: CHINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5017748	SONEED	
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:	646-883-8008		
Email:	YI.WAN@TBCHADWICK.COM		
Correspondent Name:	YI WAN, ESQ.		
Address Line 1:	100 CHURCH STREET		
Address Line 2:	SUITE 800		
Address Line 4:	NEW YORK, NEW YORK 10007		
ATTORNEY DOCKET NUMBER:	HSM0042304		
NAME OF SUBMITTER:	PENG, Xiaopan		
SIGNATURE:	/PENG, Xiaopan/		
DATE SIGNED:	04/27/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

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

Yiwu Prudential Network Technology Co., Ltd., a LIMITED LIABILITY COMPANY duly organized and existing under the laws of China, with registered address at No.140 , Qijiguang Road Choujiang Street Yiwu , Zhejiang CHINA (hereinafter referred to as "Assignor")

and

Shenzhen Ruiyuelai Clothing Co., Ltd., a limited company duly organized and existing under the laws of China, with registered address at 301, No.6401-6403, Longgang Avenue, Longgang Community, Longgang St., Longgang Dist., Shenzhen, Guangdong, CHINA 518172 (hereinafter referred to as "Assignee");

WHEREAS, Assignor exclusively and absolutely owns the title to and all of the rights, including intellectual property rights ("IPR"), and interests in the trademark(s) registered in the United States with Registration/Application No. 5017748, together with the goodwill associated with and symbolized by the said trademark (hereinafter referred to as "Trademark");

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 the Trademark;

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

A. Assignment

That, in consideration of Ten U.S. Dollars (\$10.00), 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 the Trademark, together with the goodwill associated with and symbolized by the Trademark, with effect from **April 16, 2020**.

B. Representations and Warranties

Assignor hereby represents and warrants that:

1. The Trademark is free from any and all liens, encumbrances, security interests, or licenses;
2. The Trademark does not infringe any rights of a third person;
3. The Trademark is validly registered in the United States.
4. Assignor is the exclusive and absolute owner of the title, rights, IPR, interests, and goodwill in the Trademark;
5. Assignor has the right, power and authority to assign, transfer and convey its title, rights, IPR, interests and goodwill in the Trademark;
6. there is no decision issued, or pending issuance, by a court, whether administrative, civil or criminal, or a government entity or authority against the Trademark or Assignor's title, rights, IPR, interests, and goodwill in the Trademark;

7. there is no pending or foreseeable future action, suit or claim against the Trademark or Assignor's title, rights, interests, and goodwill in the Trademark; 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 the Trademark to any third party; and

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 the U.S. Patent and Trademark Office ("USPTO").
2. Assignor shall stop using the Trademark 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 the Trademark and/or this Agreement.

D. Miscellaneous Provisions

Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of New York. Any action or suit, including mediation and arbitration proceedings shall be filed with the proper courts in the States of New York.

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 the Trademark.

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 April 16, 2020

For and on behalf of the Assignor

For and on behalf of the Assignee

Signed: Peng Xiaopan
Name: Peng, Xiaopan
Title: Director

Signed: Fan Jinyuan
Name: Fan, Jinyuan
Title: Principal