

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jian Biao Lei		05/11/2020	INDIVIDUAL: CHINA
RECEIVING PARTY DATA			
Name:	RareTea USA LLC		
Street Address:	1785 Sebastian Drive		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87512491	RARETEA	
Serial Number:	87512484		
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:	(415) 439-0153		
Email:	vivek@blgtrademarks.com		
Correspondent Name:	Vivek Vaidya		
Address Line 1:	2181 Greenwich St.		
Address Line 4:	San Francisco, CALIFORNIA 94123		
NAME OF SUBMITTER:	Vivek Vaidya		
SIGNATURE:	/Vivek Vaidya/		
DATE SIGNED:	05/13/2020		
Total Attachments: 4			
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OP \$65.00 87512491

RARETEA TRADEMARK AND COPYRIGHT TRANSFER AND ASSIGNMENT AGREEMENT

This trademark transfer and assignment agreement (“Agreement”), dated May 11, 2020, is made and entered into by and among Jian Biao Lei (“Assignor”), and RareTea USA LLC (“Assignee”).

RECITAL

WHEREAS, Assignor owns a Registration (as such term is defined herein) for a trademark with the United States Patent and Trademark Office;

WHEREAS, Assignor desires to transfer and assign to Assignee and Assignee wishes to obtain Assignor’s entire right, title, interest and goodwill in and to the Registration.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Assignor Application. Assignor hereby irrevocably assigns all of its right, title, interest and goodwill in and to the Registration identified and set forth on Schedule A to Assignee. Assignor acknowledges that, following such assignment, the Assignee shall be the owner of all right, title, interest and goodwill in and to the Registration. Assignee will record the assignment as it deems necessary and at its sole expense. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or register this assignment with the proper state and local regulatory agencies and authorities.

1.1 Assignor acknowledges itself as the Applicant of the Registration set forth on Schedule A and that the Registration is free and clear of any security interests or other lien or encumbrance of any kind.

1.2 Assignor represents, warrants and covenants that the transfer by Assignor to the Assignee as contemplated hereby shall transfer to Assignee good and marketable title to the Registration.

1.3 Assignor acknowledges that the assignment of the Registration to Assignor shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of the Assignee in and to the Application, or adversely affect the validity of the Application.

2. Consideration. Jian Biao Lei agrees to lose its entire right, title, interest and goodwill in and to the Registration, and RareTea USA LLC agrees to gain the entire right, title, interest and goodwill in and to the Registration upon the execution of this Agreement.

3. Notices. All notices, consents or other communications related to this Agreement or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the following mailing addresses:

Assignor:

Jian Biao Lei
1785 Sebastian Drive
Burlingame, CA 94010

Assignee:

RareTea USA LLC
1785 Sebastian Drive
Burlingame, CA 94010

Such addresses may be changed by notice given as provided in this subsection. Notices shall be effective upon the date of receipt; provided, however, that a notice (other than a notice of a changed address) sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of sending.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any of the conflicts of law principles that would result in the Application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

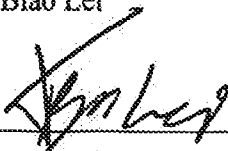
5. Modification of Agreement and Waiver. This Agreement may not be amended except by a writing executed by the parties hereto.

6. Entire Agreement. This Agreement represents the entire agreement of the parties relating to the matters described in this Agreement, and no prior representations or agreements, whether written or oral, shall be binding on any party unless incorporated into this Agreement or agreed to by the party in a writing signed by the party on or after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

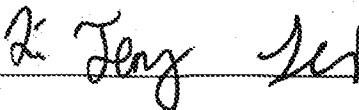
AGREED TO AND ACCEPTED:

Jian Biao Lei



By: Jian Biao Lei

RareTea USA LLC



By: Qi Feng Lei

SCHEDULE A

U.S. Serial Number: 87512491

Word Mark: RARETEA

Goods and Services: IC 043. US 100 101. G & S: Café and restaurant services. FIRST USE: 20180405. FIRST USE IN COMMERCE: 20180405

Filing Date: June 30, 2017

Mark Drawing Code: (4) STANDARD CHARACTER MARK

Owner: Lei, Jian Biao INDIVIDUAL CHINA 1785 Sebastian Drive Burlingame CALIFORNIA 94010

Type of Mark: Service Mark

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U.S. Serial Number: 87512484

Word Mark: DESIGN ONLY

Goods and Services: IC 043. US 100 101. G & S: Café and restaurant services. FIRST USE: 20161201. FIRST USE IN COMMERCE: 20161201

Filing Date: June 30, 2017

Mark Drawing Code: (2) DESIGN ONLY

Owner: Lei, Jian Biao INDIVIDUAL CHINA 1785 Sebastian Drive Burlingame CALIFORNIA 94010

Type of Mark: Service Mark