

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586003

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignor's state of incorporation previously recorded on Reel 005408 Frame 0153. Assignor(s) hereby confirms the state of incorporation for assignor Hayneedle, Inc. should be Delaware. Assignor assigns all goodwill associated with the mark.		
RESUBMIT DOCUMENT ID:	900556424		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hayneedle, Inc.		10/31/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Atlas E-Commerce, LLC		
Street Address:	790 East Colorado Blvd., Suite 797		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3847515	ZHUMELL	
CORRESPONDENCE DATA			
Fax Number:	7144539824		
<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:	(714)453-9824		
Email:	docketing@lozaip.com		
Correspondent Name:	LOZA & LOZA LLP		
Address Line 1:	305 NORTH SECOND AVE., #127		
Address Line 4:	UPLAND, CALIFORNIA 91786-6064		
ATTORNEY DOCKET NUMBER:	CELEST-282		
NAME OF SUBMITTER:	Christina S. Loza		
SIGNATURE:	/Christina S. Loza/		
DATE SIGNED:	07/10/2020		
Total Attachments: 15			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hayneedle, Inc.		10/31/2014	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Atlas E-Commerce, LLC		
Street Address:	790 E. Colorado Blvd.		
Internal Address:	Suite 797		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3847515	ZHUMELL	
CORRESPONDENCE DATA			
Fax Number:	6266961559		
<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:	626-696-2450		
Email:	mgrace@gracelaw.com		
Correspondent Name:	Michael K. Grace		
Address Line 1:	790 E. Colorado Blvd.		
Address Line 2:	Suite 797		
Address Line 4:	Pasadena, CALIFORNIA 91101		
NAME OF SUBMITTER:	Ruhi Kumar		
SIGNATURE:	/ruhikumar/		
DATE SIGNED:	11/25/2014		
Total Attachments: 1			
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OP \$40.00 3847515

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignor's state of incorporation previously recorded on Reel 005408 Frame 0153. Assignor(s) hereby confirms the assignor Hayneedle, Inc.'s state of incorporation should be Delaware, not Nebraska.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hayneedle, Inc.		10/31/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Atlas E-Commerce, LLC		
Street Address:	790 East Colorado Blvd., Suite 797		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3847515	ZHUMELL	
CORRESPONDENCE DATA			
Fax Number:	7144539824		
Phone:	(714)453-9824		
Email:	docketing@lozaip.com		
<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>			
Correspondent Name:	LOZA & LOZA LLP		
Address Line 1:	305 NORTH SECOND AVE., #127		
Address Line 4:	UPLAND, CALIFORNIA 91786-6064		
ATTORNEY DOCKET NUMBER:	CELEST-282		
NAME OF SUBMITTER:	Christina S. Loza		
Signature:	/Christina S. Loza/		
Date:	06/25/2020		

TRADEMARK
REEL: 007012 FRAME: 0386

Total Attachments: 13

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RECEIPT INFORMATION**ETAS ID:** TM583154**Receipt Date:** 06/25/2020**Fee Amount:** \$40

TRADEMARK ASSIGNMENT

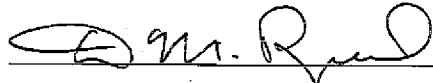
Delaware
initialled: /CSL/ July 10, 2020

In consideration for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hayneedle, Inc., a corporation legally organized under the laws of ~~Nebraska~~, having an address of 12720 I Street, Omaha, Nebraska 68137 ("Assignor"), hereby sells, conveys, transfers and assigns to Atlas E-Commerce, LLC, a limited liability company legally organized under the laws of Delaware ("Assignee"), all right, title and interest in and to the trademark ZHUMELL, including all right, title and interest in and to United States Trademark Registration No. 3,847,515, issued by the United States Patent and Trademark Office on September 14, 2010, and all goodwill associated with the trademark.

Assignor hereby agrees to execute any further agreements, instruments, or take any actions that may be required in order to effect the assignment set forth in this Trademark Assignment.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of this 31st day of October, 2014.

Hayneedle, Inc.

By: 

Name: Donn M. Raymond

Title: CFO

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 31st day of October, 2014 ("Effective Date"), between HAYNEEDLE, INC., a Delaware corporation ("Seller"), and ATLAS E-COMMERCE, LLC, a Delaware limited liability company ("Buyer").

[REDACTED]

AGREEMENT

SECTION 1. SALE OF ASSETS AND EXCLUDED ASSETS

Section 1.01. Sale of Assets. Seller agrees to sell, transfer, assign, convey, and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, at and as of the Closing Date (as defined in Section 3.03), all of the assets identified in Exhibit A and set forth in Sections 1.01(a) and (b) (collectively, "Assets") and all inventory identified in Exhibit B ("Inventory"), both of which are attached hereto and incorporated herein by this reference. The Assets and Inventory shall be collectively referred to as the "Property", and the Property to be purchased and acquired by Buyer include:

- (a) [REDACTED]; (ii) the rights, title and interests to trademark "Zhumell" ("Trademark") in the United States (as registered with the United States Trademark and Patent Office) along with any common law rights, if any, associated therewith or arising from the use of the Trademark by Seller and its affiliates; [REDACTED]
- [REDACTED] (v) all goodwill, rights, title, and interests, associated with or accrued in connection with or arising from the Domain Names, the Trademark and any business operated by using the Domain Names and the Trademark; [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]

(d)

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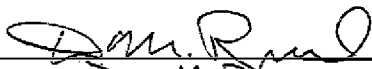
[REDACTED]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SELLER:

HAYNEEDLE, INC.

By 
Name DAWN M. RAYMOND
Title CEO

BUYER:

ATLAS E-COMMERCE, LLC

By _____
Name _____
Title _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SELLER:

HAYNEEDLE, INC.

By _____
Name _____
Title _____

BUYER:

ATLAS E-COMMERCE, LLC

By: SW Technology Corporation,
Its sole member

By Shen Ta Kuo
Name Sylvia Shen
Title President

EXHIBIT A

ASSETS

Assets:

- [REDACTED]
- [REDACTED]
- Zhumell trademark;
- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]