

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NovuMind Beijing Limited		08/25/2020	Limited Liability Company: CHINA

RECEIVING PARTY DATA

Name:	NovuMind Inc.
Street Address:	5201 Great America Pkwy, Suite 138
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	87828474	NOVUFACE
Serial Number:	87828465	NOVUBRAIN
Serial Number:	87828478	MAKING THINGS THINK
Serial Number:	87828472	NOVUTENSOR
Serial Number:	87828456	NOVUFORCE
Serial Number:	87828452	NOVUSTAR
Serial Number:	87828444	NOVUMIND
Serial Number:	87828437	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 650-475-6289
 Email: Andy.liu@aptumlaw.us
 Correspondent Name: Zheng Liu
 Address Line 1: 750 Alma Ln, #8244
 Address Line 4: Foster City, CALIFORNIA 94404

NAME OF SUBMITTER:	Zheng Liu
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TRADEMARK

REEL: 007034 FRAME: 0980

900566484

OP \$215.00 87828474

SIGNATURE:	/Zheng Liu/
DATE SIGNED:	08/27/2020
Total Attachments: 3 source=TM ASSIGNMENT_NovuMind#page1.tif source=TM ASSIGNMENT_NovuMind#page2.tif source=TM ASSIGNMENT_NovuMind#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) dated as of August 25, 2020 (the “**Effective Date**”) between NovuMind Beijing Limited, a limited company having its principal place of business at Software Park, Haidian District, Cloud Valley, Tower C, Bldg. 4, Ste. 101, Beijing 100193 CHINA (“**Assignor**”) and NovuMind Inc., a California corporation having its principal place of business at 5201 Great America Pkwy, Suite 138, Santa Clara, CA 95054 USA (“**Assignee**”).

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor’s right, title and interest in and to the **Assigned Marks** (as defined below).

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title and interest in and to (i) the U.S. registered, or pending trademarks set forth in Schedule A hereto and their corresponding registered, or pending International Registration of Marks under the Madrid Agreement and the Madrid Protocol, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term “Novu”, the design set forth in Schedule A hereto or any term, design or other source identifier that is a derivative of or confusingly similar to the term “Novu” or the design set forth in Schedule A hereto, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto), (v) any international trademarks or trademark applications claiming priority, based on, or in connection with the marks identified in Schedule A; and (vi) any goodwill associated with any of the foregoing (collectively, the “**Assigned Marks**”).

2. **Cooperation.** The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. **DISCLAIMER; LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN “AS IS” BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN

CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of California without regard to the conflict of law rules of such state.

[Signature page follows.]

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IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement as of the date first above written.

NOVUMIND BEIJING LIMITED

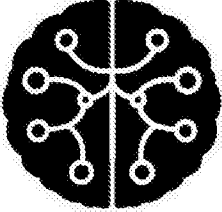
By: 
Name: Qiang Xie
Title: Director

NOVUMIND INC.

By: 
Name: Ken Wu
Title: Chief Executive Officer

[signature page to Trademark Assignment Agreement]

Schedule A

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>
U.S.	NOVUFACE	Abandoned	87828474	
U.S.	NOVUBRAIN	Abandoned	87828465	
U.S.	MAKING THINGS THINK	Abandoned	87828478	
U.S.	NOVUTENSOR	Registered	87828472	5737739
U.S.	NOVUFORCE	Registered	87828456	5737738
U.S.	NOVUSTAR	Registered	87828452	5737737
U.S.	NOVUMIND	Registered	87828444	5737736
U.S.		Registered	87828437	5737735