

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM607747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alchemy Metal Co.,Ltd.		11/06/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Cruzee LLC		
Street Address:	1309 Coffeen Avenue, STE 1200		
City:	Sheridan		
State/Country:	WYOMING		
Postal Code:	82801		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5816642	CRUZEE	
CORRESPONDENCE DATA			
Fax Number:	4152366060		
<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:	4152304343		
Email:	uspto@brucestone.us		
Correspondent Name:	Joseph A. Bruce		
Address Line 1:	8888 Keystone Crossing		
Address Line 2:	Suite 1300		
Address Line 4:	Indianapolis, INDIANA 46240		
NAME OF SUBMITTER:	Joseph A. Bruce		
SIGNATURE:	/Joseph A. Bruce/		
DATE SIGNED:	11/09/2020		
Total Attachments: 3			
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OP \$40.00 5816642

TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, this Agreement is entered into freely by and between the following parties:

Assignor	Name: <u>Alchemy Metal Co., Ltd.</u> Address: <u>No.18, Lane13, Shu De First Rd., Taiping, Taichung</u> <u>TAIWAN 41156 (R.O.C.)</u>
Assignee	Name: <u>Cruzee, LLC</u> Address: <u>1309 Coffeen Avenue STE 1200, Sheridan, Wyoming,</u> <u>82801</u>

WHEREAS, Assignor is the owner of the actual trademark identified as follows, and

Trademark Information

Trademark Application No. / Registration No.:	<u>5,816,642</u>
Trademark Title:	<u>Cruzee</u>
Trademark Class(es):	<u>12 and 25</u>

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. **Consideration.** In consideration for the assignment set forth herein, Assignor shall pay Assignee the sum of:

\$10

3. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;

- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of:

Taiwan, Republic of China

Hereby executed by the undersigned:

ASSIGNEE: Minghsia Chen (signature)

Minghsia Chen (printed name)

Chief Executive Officer (Title)

Nov 6, 2020 (Date)

ASSIGNOR: Minghsia Chen (signature)

Minghsia Chen (printed name)

Chief Executive Officer (Title)

Nov 6, 2020 (Date)