

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lu Cong Qiang		12/28/2020	INDIVIDUAL: CHINA
RECEIVING PARTY DATA			
Name:	Fullstar Houseware LLC		
Street Address:	8 The Green		
Internal Address:	Suite A		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5571077	FULLSTAR	
CORRESPONDENCE DATA			
Fax Number:	4042520970		
<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:	404-252-0900		
Email:	mandy@sladlaw.com		
Correspondent Name:	Jeffrey B. Sladkus, Esq.		
Address Line 1:	1397 Carroll Drive		
Address Line 4:	Atlanta, GEORGIA 30318		
NAME OF SUBMITTER:	Jeffrey B. Sladkus		
SIGNATURE:	/Jeffrey B. Sladkus/		
DATE SIGNED:	03/08/2021		
Total Attachments: 11			
source=#22 - ATV - Fullstar Trademark Assignment#page1.tif			
source=#22 - ATV - Fullstar Trademark Assignment#page2.tif			
source=#22 - ATV - Fullstar Trademark Assignment#page3.tif			
source=#22 - ATV - Fullstar Trademark Assignment#page4.tif			
source=#22 - ATV - Fullstar Trademark Assignment#page5.tif			

OP \$40.00 5571077

source=#22 - ATV - Fullstar Trademark Assignment#page6.tif
source=#22 - ATV - Fullstar Trademark Assignment#page7.tif
source=#22 - ATV - Fullstar Trademark Assignment#page8.tif
source=#22 - ATV - Fullstar Trademark Assignment#page9.tif
source=#22 - ATV - Fullstar Trademark Assignment#page10.tif
source=#22 - ATV - Fullstar Trademark Assignment#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”), dated as of December 28, 2020 (the “Effective Date”), is by and between Lu Cong Qiang, an individual residing at Luqiao District No. 143, Area 1, Pengjie Ju, Pengjie Town, Taizhou City CHINA 318000 (“Lu”), and Fullstar Houseware LLC, a Delaware limited liability company with a registered address of 8 The Green, Suite A, Dover, Delaware 19901 (“Company”)

WHEREAS, Lu is the sole and exclusive owner of the Marks (as defined below);

WHEREAS, Company and Lu previously entered into an Exclusive Trademark License Agreement dated January 31, 2020 (the “License Agreement”) under which Lu granted Company the exclusive use of the Marks in connection with the operation of Company’s business;

WHEREAS, Company wishes to obtain from Lu, and Lu wishes to assign all right, title, and interest in and to the Marks to the Company on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

“Affiliate” of a Person means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition only, the term “control” means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, and “controlled by” and “under common control with” have correlative meanings.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, award, decree, other requirement, or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Losses” means losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Marks” means all marks owned by the Lu that consist of or include FULLSTAR and have been used in connection with goods and services by Lu or with Lu’s permission, including those marks set forth on Schedule A, whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Trademarks” means all trademarks, service marks, brands, logos, trade dress, trade names, and other indicia of source or origin.

2. Consideration.

2.1 Purchase Price. The purchase price for the Marks shall be \$100.00.

2.2 Restrictions on Lu. Lu shall not himself use or grant to any other Person any right or license to use any Mark, or any Trademark similar to or derivative of any Mark. Lu shall not, directly or indirectly, file any application in any jurisdiction for any Trademark similar to or derivative of any Mark except at the Company's direction. Lu shall not, directly or indirectly, take any action or omit to take any action, or make or permit any use of the Marks, that disparages Company or any of its products or services, or otherwise dilutes, tarnishes, or impairs the value of the Marks and the associated goodwill.

2.3 Termination of License Agreement. Company hereby terminates the License Agreement pursuant to Section 7.2(a) thereof. For clarity, the rights and obligations of the parties set forth in the following sections of the License Agreement survive termination: Section 3 (Confidentiality), Section 4 (Representations and Warranties), and Section 5 (Indemnification), and the provisions of Section 1 (Definitions) and Section 6 (Miscellaneous) (excluding Section **Error! Reference source not found.**), as well as any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of the License Agreement.

3. Confidentiality. Lu acknowledges that in connection with this Agreement and the License Agreement he may gain or have gained access to information that is treated as confidential by Company, including information about Company's business operations and strategies, goods and services, customers, pricing, marketing, and other sensitive and proprietary information (collectively, the "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 3 by Lu; (b) is or becomes available to Lu on a non-confidential basis from another Person, provided that such Person is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Lu prior to being disclosed by or on behalf of Company; or (d) is required to be disclosed by Law, including pursuant to the terms of a court order; provided that Lu has given Company prior written notice of such disclosure and an opportunity to contest such disclosure and to seek a protective order or other remedy. Lu shall: (x) protect and safeguard the confidentiality of Company's Confidential Information with at least the same degree of care as Lu would protect his own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use Company's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any Person's, except to Lu's, consultants and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist Lu or act on his behalf, to exercise its rights or perform its obligations under this Agreement.

4. Representations and Warranties.

4.1 Lu represents and warrants that:

(a) he is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Marks;

(b) he is the record owner of the registrations and applications set forth on Schedule A, and all such issued registrations are valid, subsisting, and in full force and effect;

(c) he has not granted and will not grant any licenses, liens, security interests, or other encumbrances in, to, or under the Marks;

(d) the exercise by Company of the rights and license granted under this Agreement will not infringe or otherwise conflict with the rights of any other Person;

(e) there is no settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging the validity, enforceability, ownership, registration, or use of any Mark and

(f) he has not brought or threatened any claim against any third party alleging infringement of any Mark, nor is any third party infringing or threatening to infringe any Mark.

5. Indemnification. Lu shall indemnify, defend, and hold harmless Company and its Affiliates, officers, directors, employees, agents, sublicensees, successors, and assigns (each, a “Company Indemnified Party”) from and against all Losses arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any actual or alleged breach by Lu of any representation, warranty, covenant, or obligation under this Agreement.

6. Miscellaneous.

6.1 Further Assurances. Lu shall, upon the reasonable request of Company, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

6.2 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement is intended to or will be construed to create any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

6.3 No Public Announcements. Neither party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other party’s Trademarks, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.

6.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission or receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses first set out in the introductory paragraph (or at such other address for a party as will be specified in a notice given in accordance with this Section 6.4).

6.5 Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

6.6 Entire Agreement. This Agreement, together with all Schedules hereto constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

6.7 No Third-Party Beneficiaries. Except as expressly set forth herein with respect to Company's Affiliates and in Section 5 with respect to Company Indemnified Parties, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

6.8 Binding Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs and permitted successors and assigns.

6.9 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

6.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable Law.

6.11 Governing Law; Arbitration. This Agreement will be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any other jurisdiction. Any dispute arising from or in connection with this Agreement shall be submitted to an arbitration commission of Company's choice ("Arbitration Commission") for arbitration which shall be conducted in accordance with the Arbitration Commission's rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties

6.12 Equitable Relief. Lu acknowledges that any breach by Lu of this Agreement may cause Company irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, the Company will be entitled to equitable relief, including in the form of orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and Lu hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies will not be deemed to be exclusive

but are in addition to all other remedies available under this Agreement at Law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

6.13 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

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

LU CONG QIANG

Name: Lu Cong Qiang

FULLSTAR HOUSEWARE LLC

By _____
Name: Lu Cong Qiang
Its: Authorized Representative

SCHEDULE A
TRADEMARKS

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
<i>fuistor</i>	RN: 5571077 SN: 87058079	June 2, 2016	September 25, 2018	U.S.
<i>fuistor</i>	RN: 014284335 AN: 014284335	June 22, 2015	October 23, 2015	European Union

SCHEDULE B

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of December 28, 2020, ("Effective Date") by and between Lu Cong Qiang, an individual residing at Luqiao District No. 143, Area 1, Pengjie Ju, Pengjie Town, Taizhou City CHINA 318000 ("Assignor"), and Fullstar Houseware LLC, a Delaware limited liability company with a registered address of 8 The Green, Suite A, Dover, Delaware 19901 ("Assignee")

Assignor and Assignee are parties to an Intellectual Property Assignment Agreement of an even date herewith (the "Agreement"), pursuant to which Assignor has agreed to assign the trademarks and trademark registrations set forth on Attachment A and to deliver this recordable assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

- a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Attachment A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
- b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto. Assignee

agrees and acknowledges that to the best of its knowledge the recordal of this Assignment will not cause confusion amongst the public.

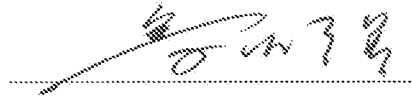
3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns.

4. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment Agreement.

ASSIGNOR:

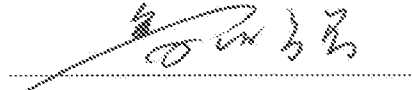


Name: Lu Cong Qiang

AGREED TO AND ACCEPTED:

ASSIGNEE:

FULLSTAR HOUSEWARE LLC





Name: Lu Cong Qiang

Its: Authorized Representative

[signature page of Trademark Assignment Agreement]

ATTACHMENT A

TRADEMARKS

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country/ State
	RN: 5571077 SN: 87058079	June 2, 2016	September 25, 2018	U.S.
	RN: 014284335 AN: 014284335	June 22, 2015	October 23, 2015	European Union

[Attachment A to Trademark Assignment Agreement]