

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654588

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Foshan Limited		06/10/2021	Corporation: SEYCHELLES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HotBot Ltd.		
<b>Street Address:</b>	1785 Turner Rd		
<b>City:</b>	Windsor, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	N8W3J9		
<b>Entity Type:</b>	limited company: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2390109	HOTBOT	
<b>Registration Number:</b>	2307378	HOTBOT	
<b>Registration Number:</b>	2145273	HOTBOT	
<b>Registration Number:</b>	2379998	HOTBOT	
<b>Registration Number:</b>	2374352	HOTBOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2482922910		
<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>			
<b>Phone:</b>	248-292-2920		
<b>Email:</b>	tmmail@patentco.com		
<b>Correspondent Name:</b>	Erin Morgan Klug		
<b>Address Line 1:</b>	29 West Lawrence Street		
<b>Address Line 2:</b>	Suite 210		
<b>Address Line 4:</b>	Pontiac, MICHIGAN 48342		
<b>NAME OF SUBMITTER:</b>	Erin Morgan Klug		
<b>SIGNATURE:</b>	/Erin Morgan Klug/		
<b>DATE SIGNED:</b>	06/17/2021		
<b>Total Attachments: 2</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is between Foshan Limited, a Seychelles corporation ("Assignor") and HotBot Ltd., a Canadian limited company ("Assignee") and is effective as of June 10, 2021.

WHEREAS, Assignor previously has been identified as the sole owner of all right, title and interest in and to the Trademark Registrations listed in the attached Appendix ("the Marks"), and the goodwill symbolized thereby; and

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, all right, title and interest in and to the Marks, including any and all common law trademark rights and all goodwill symbolized and embedded in the Marks that Assignor has owned.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree that:

To the extent Assignor has owned the same, Assignor hereby conveys, assigns and transfers, as of the Effective Date, to Assignee all right, title and interest, in the United States and abroad, in and to the Marks, and the good will of the business symbolized by the Marks, along with the common law rights in the Marks and any registrations or pending applications to register the Marks. Without limiting the generality of the foregoing, Assignor further sells, assigns and transfers to Assignee all right, title and interest to sue and recover for past infringements by any third parties of the Marks and hereby states that all rights inure to the benefit of Assignee.

Assignee shall bear the burden and expense of any recordation of this Agreement or other documents evidencing this transaction.

Assignor agrees to cause to be executed and delivered without further consideration any further applications, assignments or other documents, and to perform such other lawful acts as Assignee may reasonably require to fully secure and/or evidence the rights or interests herein or which is necessary to protect or enforce the Marks. Assignee shall reimburse Assignor or any designee for the reasonable, documented costs associated with providing assistance in any litigation to enforce the Marks.

This Agreement shall be binding on and inure to the benefit of the successors and assigns of Assignee, and their commonly owned or controlled entities.

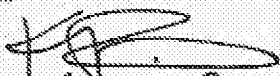
If any part of this Agreement is held void, the remaining parts will not be affected.

Any waiver of a breach by either party shall not be waiver of any subsequent breach.

This Agreement will be governed by the laws of the State of Michigan.

Assignor: Foshan Limited

By:



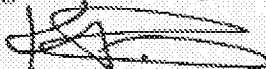
Name: KRISTEN RICHARDSON

Title: DIRECTOR

Date: JUNE 10/2021

Assignee: HotBot Ltd.

By:







Name: KRISTEN RICHARDSON

Title: DIRECTOR

Date: JUNE 10/2021

APPENDIX

Our Reference No.	Mark	Country	Application No./ Registration No.	Filing Date/ Issued Date
2451.001US1	HOTBOT	U.S.	75/102,285 2,390,109	May 10, 1996 September 26, 2000
2451.003US1	HOTBOT	U.S.	75/577,281 2,307,378	October 26, 1998 January 11, 2000
2451.001US2	HOTBOT	U.S.	75/102,289 2,145,273	May 10, 1996 March 17, 1998
2451.002US1		U.S.	75/550,295 2,379,998	September 9, 1998 August 22, 2000
2451.002US2		U.S.	75/550,445 2,374,352	September 9, 1998 August 8, 2000
2451.003CA	HOTBOT	Canada	1,012,977 TMA557995	April 22, 1999 February 15, 2002
2451.002CA		Canada	1,007,962 TMA558092	March 8, 1999 February 18, 2002
2451.001EM	HOTBOT	European Union	000928481	September 11, 1998 May 11, 2000
2451.002EM		European Union	001248129	July 20, 1999 July 19, 2000