

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655295

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the clerical errors in the assignee's name an entity type previously recorded on Reel 004933 Frame 0072. Assignor(s) hereby confirms the Seller has sold and by this instrument sells, assigns and transfers to Buyer..		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cheng "Jeff" Hsieh		08/21/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Wham-O Holding Limited		
Street Address:	36 Tai Yau Street, San Po Kong		
Internal Address:	Block F, 6/F, Wah Hing Industrial Mansions		
City:	Kowloon		
State/Country:	HONG KONG		
Entity Type:	Limited Company: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1048196	MOREY BOOGIE	
CORRESPONDENCE DATA			
Fax Number:	3102299900		
<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:	3102290468		
Email:	mwnorman@venable.com		
Correspondent Name:	Marjorie Witter Norman		
Address Line 1:	2049 Century Park East, Suite 2300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	139228432114		
DOMESTIC REPRESENTATIVE			
Name:	Marjorie Witter Norman		
Address Line 1:	2049 Century Park East, Suite 2300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Marjorie Witter Norman		
SIGNATURE:	/Marjorie Witter Norman/		

OP \$40.00 1048196

DATE SIGNED:	06/22/2021
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Total Attachments: 6

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BILL OF SALE

This agreement made on June 28, 2012 between:

Seller: Cheng Hsieh

Buyer: Wham-O Holding, Ltd.

In consideration for stock of Buyer receipt of which is herewith acknowledged, Seller has sold and by this instrument sells, assigns, and transfers to the Buyer all of the assets listed on the attached Exhibit A.

TO HAVE AND TO HOLD the same unto said Buyer, its successors, and assigns forever.

Seller for itself and its successors and assigns warrants that it has good and absolute title to the same; that it has a good and clear right to sell the same; that there are no liens, encumbrances, assessments, claims for taxes or other obligations outstanding against any of the same.

Seller for itself and its successors and assigns covenants and agrees to defend the sale of the same to the Buyer against all claims and upon request to take such action and to execute and deliver to Buyer or its nominee any further documents that Buyer or its nominee may subsequently require to reduce any of the same to possession or to pass title to any of the same or to evidence any undertakings hereunder by Seller.

In Witness whereof this document has been executed and delivered by the parties on the date stated above

SELLER: CHENG HSIEH

By 
CHENG HSIEH

BUYER: WHAM-O HOLDING, LTD.

By 
CHENG HSIEH

EXHIBIT A

- a. Any and all Wham-O, Inc. equipment and assets located at the Office Location, the Warehouse Location or in any U.S. Storage area, including but not limited to equipment, computers, software printers, copiers, furniture, fixtures, books and records, paperwork, computer records, EDI/Eastop/MFG Pro, old products, sample products, products in development, product inventory, forklifts, shelving, supplies, tools (formerly owned by Wham-O, Inc.).
- b. Any and all Wham-O, Inc. books and records located in Hong Kong (formerly owned by Wham-O, Inc.);
- c. Any and all Wham-O, Inc. websites (formerly owned by Wham-O, Inc.)
- d. Any and all Wham-O inventory of products wherever located (formerly owned by Wham-O, Inc.)
- e. Any and all Wham-O accounts receivable (formerly owned by Wham-O, Inc.)
- f. Any and all Wham-O, Inc. Intellectual Property including but not limited to trademarks, patents, copyrights and logos.
- g. Stock and any and all assets of Wham-O Asia, Ltd.
- h. Any and all Bank accounts of Wham-O, Inc. and Wham-O Asia, Ltd.
- i. Any and all Wham-O, Inc. pending orders and products in process (formerly owned by Wham-O, Inc.);
- j. Any and all Wham-O, Inc. molds and tools (formerly owned by Wham-O, Inc.)
- k. any and all Wham-O, Inc. tangible and intangible assets (formerly owned by Wham-O, Inc.)
- l. any and all Wham-O good will and going concern value (formerly owned by Wham-O, Inc.);

**AMENDMENT NO. 1
TO
BILL OF SALE**

THIS AMENDMENT NO. 1 TO BILL OF SALE (this "Amendment"), effective as of June 28, 2012, is made by and between Wham-0 Holding Limited ("Buyer"), as the buyer, and Cheng Hsieh ("Hsieh"), as the seller.

RECITALS

WHEREAS, Buyer and Hsieh are parties to that certain Bill of Sale, dated June 28, 2012 (the "Bill of Sale");

WHEREAS, subsequent to the execution of the Bill of Sale, the parties discovered a clerical error in the Bill of Sale;

WHEREAS, the Bill of Sale incorrectly names "Wham-0 Holding, Ltd.," as the buyer, instead of Wham-0 Holding Limited, and omitted Buyer's entity type and country of organization;

WHEREAS, the recordation cover sheet filed at the United States Patent and Trademark Office incorrectly names "Wham-0 Holding, Ltd.," as the buyer, instead of Wham-0 Holding Limited, and listed Buyer's entity type as a company of Hong Kong, instead of a limited company of Hong Kong; and

WHEREAS, Buyer and Hsieh desire to amend the Bill of Sale to correct the references to the name, entity type and country of organization of Buyer pursuant to the terms and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration paid by each other to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment to Bill of Sale. The parties hereby agree to amend the Bill of Sale by replacing all references to "Wham-0 Holding, Ltd." with "Wham-0 Holding Limited", and specifying that Wham-0 Holding Limited is a limited company of Hong Kong.

2. Effect on Bill of Sale. Except as specifically provided in this Amendment, no waivers, changes, amendments or other modifications are being made to the terms of the Bill of Sale, the provisions of which are hereby ratified and confirmed and remain in full force and effect. From and after the date hereof, whenever the Bill of Sale is referred to in the Bill of Sale or in any other agreements, documents or instruments, such reference shall be deemed to be the Bill of Sale as amended by this Amendment.

[Signature Page Follows]

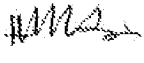
IN WITNESS WHEREOF, the parties hereby enter into this Amendment as of the date first set forth above.

SELLER: CHENG HSIEH



By: _____
Name: Cheng Hsieh
Dated: August 21, 2018

BUYER: WHAM-0 HOLDING LIMITED

cs:1777,17 

By: _____
Name: Cheng Hsieh
Title: Director
Dated: August 21, 2018

[Signature Page to Amendment No. 1 to Bill of Sale]