

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zhao Liuyan		11/06/2021	Individual:
RECEIVING PARTY DATA			
Name:	Premium Items LLC		
Street Address:	264 E Midland Ave		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5252128	TWINKLE STAR	
Serial Number:	90473706	TWINKLE STAR	
Serial Number:	90473686	TWINKLE STAR	
CORRESPONDENCE DATA			
Fax Number:	2317140200		
<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:	2317140100		
Email:	trademarks@revisionlegal.com		
Correspondent Name:	Revision Legal, PLLC		
Address Line 1:	444 Cass Street		
Address Line 2:	Suite D		
Address Line 4:	Traverse City, MICHIGAN 49684		
NAME OF SUBMITTER:	Eric Misterovich		
SIGNATURE:	/Eric Misterovich/		
DATE SIGNED:	11/11/2021		
Total Attachments: 6			
source=TWINKLE STAR#page1.tif			
source=TWINKLE STAR#page2.tif			
source=TWINKLE STAR#page3.tif			

OP \$90.00 5252128

source=TWINKLE STAR#page4.tif

source=TWINKLE STAR#page5.tif

source=TWINKLE STAR#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of November 6, 2021 is made by Zhao Liuyan ("**Assignor**"), in favor of Premium Items LLC ("**Assignee**"), a Delaware limited liability company.

WHEREAS, Assignor and Assignee intend to enter into an Asset Purchase Agreement ("**APA**") under which Assignor will sell to Assignee substantially all of the assets ("**Purchased Assets**") of Assignor's ecommerce business (the "**Business**");

WHEREAS, prior to the execution of the APA, the Assignor has agreed to convey, transfer, and assign to Assignee, all of its trademark registrations and trademark applications, including, without limitation, those set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with all ancillary rights related thereto, including goodwill, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, Assignor will continue to operate under the Assigned Trademarks until such time as the Purchased Assets are transferred and assigned to Assignee, and Assignee has agreed to provide Assignor with a limited, non-exclusive, non-sublicensable, and non-transferrable license to use the Assigned Trademarks until the Purchased Assets are transferred and assigned to Assignee ("**Trademark License**"); and

WHEREAS, in exchange for the Trademark License, Assignor has agreed to hold harmless, indemnify, and defend Assignee for all licensing or use of the Assigned Trademarks prior to the transfer of the Purchased Assets to Assignee.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) The Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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, dilution, 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 Trademark 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, apostilles, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. Assignee shall record this Trademark Assignment with the United States Patent and Trademark Office as soon as practicably possible and no later than two business days after the date hereof.

3. Trademark License. Assignee hereby grants to Assignor a limited, worldwide, royalty free, non-exclusive, non-sublicensable, and terminable license to use the Assigned Trademarks for so long as the Purchased Assets are owned by and within the possession of Assignor. All rights and benefits arising out of the Trademark License will inure to the benefit of the Assignee and this Trademark License will terminate upon assignment and transfer of the Purchased Assets to Assignee. Assignor will continue to use the Assigned Trademarks with the Purchased Assets, will manufacture, advertise, and sell goods in the same manner and with the same quality standards as those maintained prior to the assignment of the Assigned Trademarks, and will provide Assignee with any and all access necessary to the Purchased Assets or the goods sold by Assignor during the term of this Trademark License so that Assignee may ensure that said goods are manufactured, advertised, and sold with the same quality standards as those maintained prior to the assignment of the Assigned Trademarks. If Assignee finds any defects in Assignor's goods, Assignor agrees to take prompt action, with high priority and in close collaboration with Assignee, to correct the problem with minimal delay. During the term of this Trademark License, Assignor agrees to exercise diligence in locating possible infringements of the Assigned Trademarks and shall immediately inform Assignee of such situation which may come to the attention of Assignor or its affiliates. Assignee, in its discretion, may decide to take legal action alone, and at its own expense; in such event, any damages recovered will become payable to Assignee alone; Assignor agrees nevertheless to provide reasonable cooperation to Assignee in all stages of such actions.

4. Indemnification. Assignor agrees to indemnify, defend, and hold harmless Assignee and its affiliates, directors, officers, employees, agents, successors, and assigns (collectively, "**Assignee Indemnified Persons**") from and against any and all direct, indirect, or derivative losses, claims, damages, taxes, liabilities, obligations, fines, penalties, judgments, settlements, costs, expenses, and disbursements (including attorney's fees and expenses) (collectively "**Losses**") arising out of or related to (a) any breach or inaccuracy of any representation or warranty of Assignor contained in this Trademark Assignment or (b) any Losses incurred by Assignee resulting from Assignor's ownership or use of the Assigned Trademarks prior to the transfer and assignment of the Purchased Assets. Assignor's indemnification obligations hereunder will not provide Assignor with the right or ability to

control Assignee's defense, and Assignee reserves the right to control its defense, including its choice of counsel or when to settle or defend against a claim subject to indemnification.

5. Return of the Assigned Trademarks. In the event Assignee and Assignor have not entered into the APA by November 30, 2021 (or such later date that is mutually agreed to by the Parties), then Assignee agrees it shall enter into an assignment agreement transferring all of its right, title and interest to the Assigned Trademarks received hereunder to the Assignor.

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

7. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed and construed in accordance with the laws of the State of New York. The Parties' sole and exclusive forum and remedy at law for any disputes arising out of or related to this Agreement, including the interpretation thereof, shall be binding arbitration. Arbitration under this Agreement will be held in New York, New York and will be conducted by a single arbitrator, who shall be randomly selected from the American Arbitration Association National Roster of Arbitrators. The arbitrator shall decide all claims in accordance with the laws and legal principals of the State of New York and the American Arbitration Association's most recently effective commercial arbitration rules and will have the authority to award costs and attorneys' fees. The Parties agree that the determination or award of any such arbitrator or arbitration proceeding may be entered as a judgment in any court sitting within any location that has jurisdiction over the subject matter of the dispute and consistent with the New York Convention on Arbitral Awards. The Parties hereby submit to the exclusive personal and subject matter jurisdiction of any such arbitrator or arbitration proceeding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNEE

Premium Items LLC

By: Raunak Nirmal
Name: Raunak Nirmal
Title: Authorized Signatory

ASSIGNOR

By: 赵柳燕 Zhao Liuyan
Name: Zhao Liuyan

2021.11.6

[Signature Page to Twinkle Star Trademark Assignment Agreement]



TRADEMARK

REEL: 007492 FRAME: 0315

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Twinkle Star	U.S. Federal	5252128	7/25/2017
Twinkle Star	United Kingdom	UK00003565806	6/18/2021
Twinkle Star	European Union	018349420	5/10/2021

Trademark Applications.

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
Twinkle Star	U.S. Federal		90473706	1/19/2021
Twinkle Star	U.S. Federal		90473686	1/19/2021
Twinkle Star	Canada		2068958	12/7/2020
Twinkle Star	Japan		2020-153255	12/11/2020