

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C Merit USA, Inc.		11/04/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	China Merit & Associate, Inc.		
Street Address:	4804 Brooks Street		
City:	Montclair		
State/Country:	CALIFORNIA		
Postal Code:	91763		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3425145	GOTTA FLURT	
CORRESPONDENCE DATA			
Fax Number:	9098618820		
<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:	909-861-6880		
Email:	info@libinlaw.com		
Correspondent Name:	Bin Li		
Address Line 1:	730 N DIAMOND BAR BLVD		
Address Line 4:	DIAMOND BAR, CALIFORNIA 91765		
NAME OF SUBMITTER:	Bin Li		
SIGNATURE:	/s/		
DATE SIGNED:	04/28/2022		
Total Attachments: 4			
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OP \$40.00 3425145

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of November 4, 2021 between the following parties:

Assignor: C Merit USA, Inc.
Legal Address: 4804 Brooks Street
Montclair, CA 91763

Assignee: China Merit & Associate, Inc.
Legal Address: 4804 Brooks Street
Montclair, CA 91763

WHEREAS, the Assignor, a California corporation, owns the trademark as defined in Appendix 1 (the "Trademark").

WHEREAS, the Assignee is a California corporation;

WHEREAS, the Assignor agrees to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

1. Transfer of Trademark: With consideration offered and accepted, the Assignor agrees to assign ownership and all goodwill of the Trademark to the Assignee and the Assignee agrees to accept the change of the ownership of the Trademark.
2. Registration Fees: The registration for the change of the registered owner of the Trademark shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.
3. Representations and Warranties:
 - 3.1 The Assignor hereby represents and warrants as follows:
 - 3.1.1 The Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party is prejudiced due to the use of the Trademark. There is no litigation or any other disputes arising from or relating to the Trademark.
 - 3.1.2 The Assignor has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
 - 3.1.3 Once this Agreement has been duly executed by the parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with the terms of this Agreement upon its execution.

3.1.4 The Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against him in accordance with the terms of this Agreement.

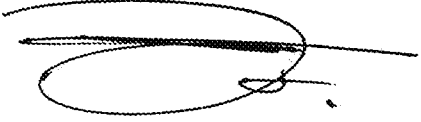
4. Effective Date and Term: This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.
5. Applicable Law: The validity, interpretation and implementation of this Agreement shall be governed by the laws of the United States of America and the state of California.
6. Amendment and Supplement: Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by the parties. An amendment and supplement duly executed by the parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
7. Severability: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the Agreement will be severable and remain in effect.
8. Appendix 1: The Appendix 1 referred to in this Agreement is an integral part of this Agreement and shall have the same legal effect as this Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

[Signature page follows on the next page]


Assignor: C Merit USA, Inc.

Date: November 4, 2021


By: _____
Name: Juncheng Jia
Title: CEO

Assignee: China Merit & Associate, Inc.

Date: November 4, 2021


By: _____
Name: Juncheng Jia
Title: CEO

APPENDIX 1

Trademark

GOTTA FLURT

(Word Mark)

US Trademark Registration Number: 3425145