OP \$40.00 88366722

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM749311

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASMODUS INC.		02/18/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Hsueh-Cheng Yin	
Street Address:	2741 Plaza Del Amo, #203	
City:	Torrance	
State/Country:	CALIFORNIA	
Postal Code:	90503	
Entity Type:	INDIVIDUAL: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88366722	MICROKIN

CORRESPONDENCE DATA

Fax Number: 6263801308

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.

Phone: 6264006680

Email: tlee@inhouseco.com
Correspondent Name: Theodore S Lee

Address Line 1: 324 S. Diamond Bar Blvd

Address Line 2: 318

Address Line 4: Diamond Bar, CALIFORNIA 91765

NAME OF SUBMITTER:	Theodore S. Lee
SIGNATURE:	/Theodore S. Lee/
DATE SIGNED:	08/17/2022

Total Attachments: 3

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> TRADEMARK REEL: 007825 FRAME: 0043

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of the date fully executed herein (the "Effective Date") by and between Asmodus, Inc., a corporation duly organized and existing under the laws of the State of California and having it principal place of business at 15962 Downey Ave, Paramount, California 90723 ("Assignor") and Hsueh-Cheng Yin, an individual residing in the State of California with a mailing address of 2741 Plaza Del Amo #203, Torrance, California 90503 ("Assignee").

- A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. application for trademark registrations filed with the United States Trademark Office for the mark "MICROKIN" with U.S. Serial No. 88366722 (the "Mark");
- B. WHEREAS Assignee is the successor of Assignor's entire business and desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

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

- 1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.
 - 2. Assignor represents and warrants that:
 - (a). Assignor owns the entire right, title and interest in and to the Marks;
 - (b). Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;
 - (c). there are no liens or security interests against the Mark;
 - (d). Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (e). execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or Bylaws.
- 3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in **Exhibit A**. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may

TRADEMARK REEL: 007825 FRAME: 0044 reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

- 4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.
- 5. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.
- 6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any,

Miscellaneous.

- (a). This Agreement and the Trademark Assignment whose form is shown in Exhibit A constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
- (b). This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
- (c). This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fullyexecuted agreement.
- (d). Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR

Eileen Fan

on behalf of Asmodus Inc. as its Secretary and CFO

Date: 2/18/2/

Hsueh-Cheng Yin

an individual

Date: 2/18/2/

EXHIBIT A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

WHEREAS, Asmodus, Inc., a corporation duly organized and existing under the laws of the State of California and having it principal place of business at 15962 Downey Ave, Paramount, California 90723 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the marks for "MICROKIN" with U.S. Serial No. 88366722 (the "Mark"); and

WHEREAS, and **Hsuch-Cheng Vin**, an individual residing in the State of California with a mailing address of 2741 Plaza Del Amo #203, Torrance, California 90503 ("**Assignee**"), desires to acquire all right, title and interest in and to the Mark, the application for registration thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged. Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

ASSIGNOR

Eileen Fan

RECORDED: 08/17/2022

on behalf of Asmodus Inc. as its Secretary and CFO

Date

2/18/21

TRADEMARK REEL: 007825 FRAME: 0046