

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM761611

<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>
Simple Design Ltd.		10/08/2022	Limited Company: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Astral IP Enterprise Ltd.		
<b>Street Address:</b>	Suite 1510, 800 West Pender Street		
<b>City:</b>	Vancouver, BC		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6C2V6		
<b>Entity Type:</b>	Limited Company: CANADA		
<b>PROPERTY NUMBERS Total: 84</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	87711803		
Serial Number:	87688445	7	
Serial Number:	87686598		
Serial Number:	87686590		
Serial Number:	88242423	OWN STICKER MAKER	
Serial Number:	88242252	30	
Serial Number:	88238773		
Serial Number:	88200170	30	
Serial Number:	88200239	30	
Serial Number:	88200218	30	
Serial Number:	88200191		
Serial Number:	88200152	30	
Serial Number:	88200137	30	
Serial Number:	88200256	30	
Serial Number:	88200201	30	
Serial Number:	88198254		
Serial Number:	88198250	30	
Serial Number:	88198078	V	
Serial Number:	88197500	V	

OP \$2115.00 87711803

Property Type	Number	Word Mark
Serial Number:	88192365	ZZZ
Serial Number:	88089023	30
Serial Number:	88053797	
Serial Number:	88020735	
Serial Number:	88020596	30
Serial Number:	88020627	30
Serial Number:	87950041	WALKING FOR WEIGHT LOSS
Serial Number:	87950033	RUNNING TO LOSE WEIGHT
Serial Number:	87938376	
Serial Number:	87938359	
Serial Number:	87893820	
Serial Number:	87871921	30
Serial Number:	87862295	LEAP FITNESS GROUP
Serial Number:	87832015	
Serial Number:	87813569	
Serial Number:	87780814	30
Serial Number:	87749243	
Serial Number:	88730945	3D
Serial Number:	88702288	
Serial Number:	88652084	
Serial Number:	88598589	
Serial Number:	88593641	
Serial Number:	88593651	
Serial Number:	88580103	30
Serial Number:	88579314	5CM
Serial Number:	88579335	30
Serial Number:	88579349	30
Serial Number:	88455073	5CM
Serial Number:	88421685	30
Serial Number:	88369854	30
Serial Number:	88370242	V
Serial Number:	88272040	30
Serial Number:	90083728	
Serial Number:	90026329	K
Serial Number:	88912825	30
Serial Number:	88912856	30
Serial Number:	88912844	30
Serial Number:	88834471	

Property Type	Number	Word Mark
Serial Number:	88813795	
Serial Number:	97196032	AA
Serial Number:	97054896	HABIT
Serial Number:	97054824	LEAP
Serial Number:	97054865	
Serial Number:	97047949	30
Serial Number:	90796366	
Serial Number:	90761879	
Serial Number:	90727987	
Serial Number:	90720799	168
Serial Number:	90720694	
Serial Number:	90678773	
Serial Number:	90673691	SCAN
Serial Number:	90594887	MY CALENDAR
Serial Number:	90587520	30
Serial Number:	90587602	30
Serial Number:	90584789	
Serial Number:	90581753	30
Serial Number:	90446496	30
Serial Number:	97586285	
Serial Number:	97469355	168 INTERMITTENT FASTING
Serial Number:	97415607	
Serial Number:	97415606	
Serial Number:	97299371	
Serial Number:	97283442	
Serial Number:	97277363	
Serial Number:	97274785	KEGEL

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 702-462-5973

**Email:** tm@bayramoglu-legal.com

**Correspondent Name:** Nazly Aileen Bayramoglu

**Address Line 1:** 1540 West Warm Springs Road, Suite 100

**Address Line 4:** Henderson, NEVADA 89014

**NAME OF SUBMITTER:** David Silver

**SIGNATURE:** /David Silver/

**DATE SIGNED:**

10/13/2022

**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is entered into by and between **Simple Design Ltd.**, a British Virgin Islands limited company ("Assignor") with a principal place of business of **Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, British Virgin Islands VG1110**, and **Astral IP Enterprise Ltd.**, a Canada limited company ("Assignee") with a principal place of business of **Suite 1510, 800 West Pender Street Vancouver, BC Canada V6C2V6** and is effective as of the date of the final signature below (the "Effective Date").

WHEREAS, Assignor is the owner of the trademarks identified in Exhibit A (the "Trademarks") that are registered at the United States Patent and Trademark Office ("USPTO") or are the subject of pending U.S. Trademark Applications for which an Allegation of Use has already been made.

WHEREAS, Assignor desires to transfer all of Assignor's rights, title, and interest in and to the Trademarks to Assignee;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment ("Assignment"). Assignor hereby irrevocably assigns, grants and transfers to Assignee, all of Assignor's right, title, and interest in and to the Trademarks, including all common law rights, and any trademark registrations and applications, along with the goodwill of the business symbolized by the use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee acknowledges and agrees to recognize and continue to uphold any and all licenses made by Assignor regarding the Trademarks. Assignee hereby accepts the Assignment in accordance with the terms of this Agreement.
2. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement that is in conflict with this Assignment.
3. Execution and Delivery. At Assignee's request, Assignor shall take such actions and execute such documents as may be necessary or prudent to vest in and secure unto Assignee the full right, title and interest in and to the Trademarks and to protect and enforce the Trademarks.
4. Representations and Warranties. Assignor represents and warrants that, to the best of Assignor's knowledge, Assignor has the full right to convey the entire rights, title and interest herein assigned, and that Assignor will not take any action, use any trademark or domain name, execute any instrument or grant any rights, title or interests that are inconsistent with the rights, title and interests assigned herein.
5. Warranty Disclaimer. To the best of Assignor's knowledge, neither Assignor's previous use nor Assignee's use of the Trademarks infringes the trademark rights or similar rights of any third party, but Assignor does not warrant this, nor does Assignor warrant that the Trademarks. Or any of them, can be enforced against any third parties.
6. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, ANY LOSS OF PROFITS, LOSS

OF USE, OR BUSINESS INTERRUPTION ARISING FROM OR RELATED IN ANY WAY TO THE USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Miscellaneous.

- a) Independent Contractors. The parties hereto are independent contractors and are not partners, joint ventures or otherwise affiliated, and neither party has any right or authority to bind the other in any way.
- b) Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, by one party to the other at the address set forth below or at such other address as that party last provided to the other by written notice:

If to Assignor:

Simple Design Ltd.  
Vistra Corporate Services Centre, Wickhams Cay II, Road Town,  
Tortola, British Virgin Islands VG1110

If to Assignee:

Astral IP Enterprise Ltd.  
Suite 1510, 800 West Pender Street  
Vancouver, BC Canada V6C2V6

- c) Modification and Waiver. The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
- d) Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Nevada without regard to the conflicts of law provisions thereof.
- e) Headings. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.
- f) Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- g) Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all

discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

- h) Non-Exclusive Remedies. The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.
- i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- j) Acknowledgement. The Parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions hereof. Each party has read, understands, and agrees to be bound by this Agreement after having had an opportunity to consult with legal counsel of its choosing.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

ASSIGNOR

Company Name: Simple Design Ltd.

Signature: Frank Liu

Name: Frank Liu

Title: Legal Director

Dated: 2022-10-08

ASSIGNEE

Company Name: Astral IP Enterprise Ltd.

Signature: Ying Liu

Name: Ying Liu



Title: Director

Dated: 2022-10-08



**Exhibit A**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Jurisdiction of Registration</b>	<b>Reg. Date</b>
	87711803	December 7, 2017	5508557	United States of America	July 3, 2018
	87688445	November 16, 2017	5512044	United States of America	July 10, 2018
	87686598	November 15, 2017	5507266	United States of America	July 3, 2018
	87686590	November 15, 2017	5507265	United States of America	July 3, 2018
<b>OWN STICKER MAKER</b>	88242423	December 27, 2018	5825998	United States of America	August 6, 2019
	88242252	December 26, 2018	5968871	United States of America	January 21, 2020
	88238773	December 21, 2018	5805713	United States of America	July 16, 2019
	88200170	November 19, 2018	5836374	United States of America	August 13, 2019
	88200239	November 19, 2018	5968695	United States of America	January 21, 2020
	88200218	November 19, 2018	5836375	United States of America	August 13, 2019

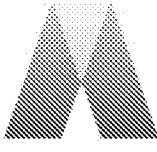




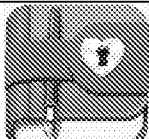

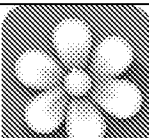
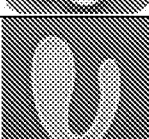



	88200191	November 19, 2018	6081037	United States of America	June 16, 2020
	88200152	November 19, 2018	5823477	United States of America	July 30, 2019
	88200137	November 19, 2018	5786777	United States of America	June 25, 2019
	88200256	November 19, 2018	5786779	United States of America	June 25, 2019
	88200201	November 19, 2018	5968694	United States of America	January 21, 2020
	88198254	November 18, 2018	5781300	United States of America	June 18, 2019
	88198250	November 18, 2018	5786738	United States of America	June 25, 2019
	88198078	November 17, 2018	6274929	United States of America	February 23, 2021
	88197500	November 16, 2018	6274928	United States of America	February 23, 2021
	88192365	November 13, 2018	5780730	United States of America	June 18, 2019


	88089023	August 22, 2018	5649413	United States of America	January 8, 2019
	88053797	July 26, 2018	5731870	United States of America	April 23, 2019
	88020735	June 29, 2018	5655829	United States of America	January 15, 2019
	88020596	June 29, 2018	5649291	United States of America	January 8, 2019
	88020627	June 29, 2018	5649292	United States of America	January 8, 2019
WALKING FOR WEIGHT LOSS	87950041	June 6, 2018	5724065	United States of America	April 9, 2019
RUNNING TO LOSE WEIGHT	87950033	June 6, 2018	5724064	United States of America	April 9, 2019
小月曆	87938376	May 28, 2018	5701431	United States of America	March 19, 2019
小月历	87938359	May 28, 2018	5701430	United States of America	March 19, 2019
	87893820	April 26, 2018	5575986	United States of America	October 2, 2018
	87871921	April 11, 2018	5601295	United States of America	November 6, 2018
LEAP FITNESS GROUP	87862295	April 4, 2018	6144557	United States of America	September 8, 2020

	87832015	March 13, 2018	5575881	United States of America	October 2, 2018
	87813569	February 27, 2018	5594673	United States of America	October 30, 2018
	87780814	February 1, 2018	5508699	United States of America	July 3, 2018
	87749243	January 10, 2018	5503182	United States of America	June 26, 2018
	88730945	December 17, 2019	6165847	United States of America	September 29, 2020
	88702288	November 21, 2019	6084828	United States of America	June 23, 2020
	88652084	October 11, 2019	6008027	United States of America	March 10, 2020
	88598589	August 29, 2019	6062747	United States of America	May 26, 2020
	88593641	August 26, 2019	6018235	United States of America	March 24, 2020
	88593651	August 26, 2019	6126196	United States of America	August 11, 2020

	88580103	August 15, 2019	6120449	United States of America	August 4, 2020
	88579314	August 14, 2019	6007235	United States of America	March 10, 2020
	88579335	August 14, 2019	6114950	United States of America	July 28, 2020
	88579349	August 14, 2019	6007237	United States of America	March 10, 2020
	88455073	May 31, 2019	6125751	United States of America	August 11, 2020
	88421685	May 8, 2019	6142912	United States of America	September 1, 2020
	88369854	April 3, 2019	6000234	United States of America	March 3, 2020
	88370242	April 3, 2019	N/A	United States of America	N/A
	88272040	January 23, 2019	5836412	United States of America	August 13, 2019
	90083728	July 30, 2020	6293495	United States of America	March 16, 2021

	90026329	June 29, 2020	6211269	United States of America	December 1, 2020
	88912825	May 12, 2020	6275685	United States of America	February 23, 2021
	88912856	May 12, 2020	6275687	United States of America	February 23, 2021
	88912844	May 12, 2020	6275686	United States of America	February 23, 2021
	88834471	March 13, 2020	N/A	United States of America	N/A
	88813795	February 27, 2020	6204039	United States of America	November 24, 2020
	97196032	December 29, 2021	6768268	United States of America	June 21, 2022
	97054896	September 30, 2021	N/A	United States of America	N/A
	97054824	September 30, 2021	6768098	United States of America	June 21, 2022
	97054865	September 30, 2021	6768099	United States of America	June 21, 2022

	97047949	September 27, 2021	6774875	United States of America	June 28, 2022
	90796366	June 25, 2021	N/A	United States of America	N/A
	90761879	June 8, 2021	6766101	United States of America	June 21, 2022
	90727987	May 21, 2021	6646251	United States of America	February 15, 2022
168 斷食	90720799	May 19, 2021	6785267	United States of America	July 12, 2022
	90720694	May 19, 2021	6646244	United States of America	February 15, 2022
	90678773	April 28, 2021	6646163	United States of America	February 15, 2022
	90673691	April 27, 2021	6722251	United States of America	May 24, 2022
MY CALENDAR	90594887	March 22, 2021	6830525	United States of America	August 30, 2022
	90587520	March 18, 2021	6708653	United States of America	April 19, 2022
	90587602	March 18, 2021	6708654	United States of America	April 19, 2022

	90584789	March 17, 2021	6643952	United States of America	February 15, 2022
	90581753	March 16, 2021	6643756	United States of America	February 15, 2022
	90446496	January 4, 2021	6463580	United States of America	August 24, 2021
	97586285	September 10, 2022	N/A	United States of America	N/A
168 INTERMIT- TENT FASTING	97469355	June 21, 2022	N/A	United States of America	N/A
	97415607	May 17, 2022	N/A	United States of America	N/A
	97415606	May 17, 2022	N/A	United States of America	N/A
	97299371	March 7, 2022	N/A	United States of America	N/A
	97283442	February 24, 2022	N/A	United States of America	N/A
	97277363	February 21, 2022	N/A	United States of America	N/A
	97274785	February 18, 2022	N/A	United States of America	N/A