

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOP FITNESS & HEALTH PTE.LTD.		11/28/2022	limited company: SINGAPORE
RECEIVING PARTY DATA			
Name:	Astral IP Enterprise Ltd.		
Street Address:	Suite 1510, 800 West Pender Street		
City:	Vancouver,BC		
State/Country:	CANADA		
Postal Code:	V6C2V6		
Entity Type:	limited company: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6724546		
Registration Number:	6724547		
Serial Number:	90699372		
CORRESPONDENCE DATA			
Fax Number:			
<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:	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:	Alexander Ruzzier		
SIGNATURE:	/Alexander Ruzzier/		
DATE SIGNED:	12/06/2022		
Total Attachments: 4			
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OP \$90.00 6724546

TRADEMARK ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is entered into by and between **TOP FITNESS & HEALTH PTE. LTD.**, a **SINGAPORE** limited company ("Assignor") with a principal place of business of **152 BEACH ROAD, #14-02 GATEWAY EAST, SINGAPORE, 189721** 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:

TOP FITNESS & HEALTH PTE.LTD.
152 BEACH ROAD
#14-02 GATEWAY EAST
SINGAPORE,189721

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: TOP FITNESS & HEALTH PTE.LTD.

Signature: 

Name: JIAO MINGYANG

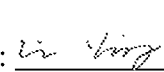
Title: Director

Dated: 2022-11-28



ASSIGNEE

Company Name: Astral IP Enterprise Ltd.



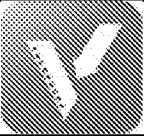
Signature: 

Name: Liu Ying

Title: Director

Dated: 2022-11-28

Exhibit A

Mark	Serial No.	Filing Date	Reg. No.	Jurisdiction of Registration	Reg. Date
	90724909	2021/5/20	6724547	USA	2022/5/24
	90724837	2021/5/20	6724548	USA	2022/5/24
	90699372	2021/5/10	N/A	USA	N/A