

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787129

<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>
Foremost Home Inc.		02/15/2023	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xiamen Ecotop Industrial Co., Ltd.		
<b>Street Address:</b>	No. 18, No. 20, Shangtang North Road		
<b>Internal Address:</b>	Xiang'an District, Fujian Province		
<b>City:</b>	Xiamen		
<b>State/Country:</b>	CHINA		
<b>Entity Type:</b>	Private Limited Company: CHINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4433052	AFTERGLOW	
<b>Registration Number:</b>	4904360	AFTERGLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159882757		
<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>			
<b>Phone:</b>	2159883303		
<b>Email:</b>	laura.mcneely@faegredrinker.com		
<b>Correspondent Name:</b>	Robert E. Cannuscio		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6996		
<b>ATTORNEY DOCKET NUMBER:</b>	021946.183631		
<b>NAME OF SUBMITTER:</b>	Robert E. Cannuscio		
<b>SIGNATURE:</b>	/Robert E. Cannuscio/		
<b>DATE SIGNED:</b>	02/15/2023		
<b>Total Attachments: 3</b>			
source=AFTERGLOW Trademark Assignment from Foremost Home to Xiamen Ecotop#page1.tif			
source=AFTERGLOW Trademark Assignment from Foremost Home to Xiamen Ecotop#page2.tif			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Assignment**"), effective as of February 15, 2023 (the "**Effective Date**"), is made by and between Foremost Home Inc., a New Jersey Corporation ("**FHI**") and Xiamen Ecotop Industrial Co., Ltd., ("**Ecotop**"). Each of FHI and Ecotop is referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, FHI is the registered owner of United States Trademark Registration No. 4433052 for the mark AFTERGLOW, United States Trademark Registration No. 4904360 for the stylized mark: *Afterglow*, and Canadian Trademark Registration No. TMA896873 for the mark AFTERGLOW (collectively, the "**Marks**"); and

WHEREAS, Ecotop wishes to acquire ownership of the Marks, subject to the retained rights of FHI as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Assignment.** Subject to the Retained Rights set forth below in Section 2, FHI does hereby irrevocably convey, transfer, and assign to Ecotop, and Ecotop hereby accepts all of FHI's right, title, and interest in and to the Marks, including the trademark registrations for the Marks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Marks; all rights of any kind whatsoever of FHI accruing under the Marks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Marks; and any and all claims and causes of action with respect to the Marks, 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. **Retained Rights.** FHI retains a perpetual, irrevocable (subject to Section 2(b)), worldwide, nonexclusive, royalty-free, paid-up, sublicensable, and transferable license to use the Marks for outdoor portable fireplaces, fireplaces, and gas torches for lighting and such other uses as FHI has been using the Marks as of the Effective Date, including for the manufacturing, advertising, marketing, distribution, and sale of products and services.
  - a. FHI shall assure that all products provided under or in relation to the Marks shall be of high quality and comparable to the quality of similar products provided by FHI as to the Effective Date. Ecotop may reasonably request from FHI, from time to time, samples of brochures, packaging, catalogs or other materials that include the Marks (collectively "**Materials**"). Should any of FHI's Materials created after the Effective date not be at least of comparable quality as FHI's Materials created before the Effective Date, Ecotop shall notify in writing FHI of the matters it deems

unacceptable and the Parties shall discuss in good faith the issues raised by Ecotop and work to reasonably resolve any quality deficiencies.

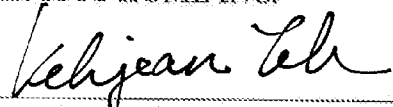
- b. In the event that FHI fails to reasonably resolve any quality issues raised under Section 2(a) within a reasonable time after the Parties meet, Ecotop shall provide formal written notice to FHI of its breach of Section 2(a) and FHI shall have sixty (60) days to reasonably cure the breach. If the breach is not cured within those sixty (60) days, the license to FHI under Section 2 shall terminate; provided, however, that FHI shall have the right to continue to fulfill any open orders and sell off any inventory and work in process.
3. Recordation and Further Actions. FHI hereby authorizes the applicable government entity or regulatory agency to record and register this Assignment upon request by Ecotop. Following the date hereof, upon Ecotop's reasonable request, FHI shall take such steps and actions, and provide such cooperation and assistance to Ecotop and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Marks to Ecotop, or any Ecotop or successor thereto.
4. Counterparts. This Agreement 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 Agreement 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 Agreement.
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, FHI and Ecotop, intending to be legally bound hereby, have executed and delivered this Assignment on the date first written above.

FHI

FOREMOST HOME INC.

By: 

Name: Keh-Jean Yeh

Title: CEO

ECOTOP

XIAMEN ECOTOP INDUSTRIAL CO., LTD.

By: 

Name: Wang Hongbin

Title: General Manager

[Signature Page to Intellectual Property Assignment Agreement]