

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI38216

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Simple Design Ltd. | | 02/18/2024 | Limited Company: VIRGIN ISLANDS, BRITISH |
| RECEIVING PARTY DATA | | | |
| Company Name: | Astral IP Enterprise Ltd. | | |
| Street Address: | Suite 1510 | | |
| Internal Address: | 800 West Pender Street | | |
| City: | Vancouver | | |
| State/Country: | CANADA | | |
| Postal Code: | V6C2V6 | | |
| Entity Type: | Limited Company: CANADA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97452133 | URECORDER | |
| Serial Number: | 97292761 | NOTEIN | |
| Serial Number: | 97292774 | NOTED | |
| Serial Number: | 97586494 | XDOWNLOADER | |
| Serial Number: | 97586287 | BLOOD PRESSURE PRO | |
| Serial Number: | 90221817 | X DOWNLOADER | |
| 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: | 7024625973 | | |
| Email: | tm@bayramoglu-legal.com | | |
| Correspondent Name: | Nazly Aileen Bayramoglu | | |
| Address Line 1: | 1540 West Warm Springs Road | | |
| Address Line 2: | Suite 100 | | |
| Address Line 4: | Henderson, NEVADA 89014 | | |
| NAME OF SUBMITTER: | Timothy O'Keeffe | | |
| SIGNATURE: | Timothy O'Keeffe | | |

OP \$165.00.00 97452133

| | |
|---------------------|------------|
| DATE SIGNED: | 04/02/2024 |
|---------------------|------------|

Total Attachments: 4
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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 Feb. 18, 2024 (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 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: Feb 18 2024

ASSIGNEE

Company Name: Astral IP Enterprise Ltd.

Signature: Li Ying

Name: Ying Liu

Title: Director

Dated: Feb 18,2024

Exhibit A

| Mark | Serial No. | Filing Date | Reg. No. | Jurisdiction of Registration | Reg. Date |
|---------------------------|-------------------|----------------------|-----------------|-------------------------------------|----------------------|
| URecorder | 97452133 | Jun. 10, 2022 | 7128714 | United States of America | Aug. 01, 2023 |
| Notein | 97292761 | Mar. 03, 2022 | 7128574 | United States of America | Aug. 01, 2023 |
| Noted | 97292774 | Mar. 03, 2022 | 7128575 | United States of America | Aug. 01, 2023 |
| XDOWNLOADER | 97586494 | Sep. 11, 2022 | / | United States of America | / |
| Blood Pressure Pro | 97586287 | Sep. 10, 2022 | 7290673 | United States of America | Jan. 23, 2024 |
| X Downloader | 90221817 | Sep. 29, 2020 | 7213668 | United States of America | Nov. 07, 2023 |