

TRADEMARK

05/12/2014

SHEET

Electronic Version v1.1
 Stylesheet Version v1.2



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ETAS ID: TM299279

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zorrel International, Inc.		01/27/2014	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Win Bright (Asia) Ltd
Street Address:	61 Mody Road
Internal Address:	Mirror Tower Unit 501
City:	Hong Kong
State/Country:	HONG KONG
Postal Code:	T5T East
Entity Type:	LIMITED LIABILITY COMPANY: HONG KONG

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1822912	TIMEOUT
Registration Number:	1822911	TIMEOUT
Registration Number:	1027396	TIME OUT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: uspt@polsinelli.com
Correspondent Name: Carla M. Lee
Address Line 1: 900 W. 48th Place, Ste 900
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	054925-402448
NAME OF SUBMITTER:	Carla M. Lee
SIGNATURE:	/Carla M. Lee/
DATE SIGNED:	03/26/2014

Total Attachments: 3

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CH \$90.00 1822912

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of _____, 2014, by and between Zorrel International, Inc., 13500 15th Street, Grandview, MO, 64030, USA ("Assignor"), and Win Bright (Asia), Ltd., Unit 501, Mirror Tower, 61 Mody Road, TST East, Hong Kong (CN) ("Assignee").

WHEREAS, Assignor has adopted, used, or is using the marks TIMEOUT, US Reg. No. 1,822,912, US Reg. No. 1,822,911, and US Reg. No. 1,027,396 (the "Marks") associated with apparel in conjunction with Assignor's business, together with the goodwill symbolized thereby; and

WHEREAS, Assignee is desirous of acquiring the Marks associated with apparel and any pending applications or registrations issued in connection therewith and the goodwill symbolized thereby.

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

1. **Assignment.** Assignor hereby assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in, to, and under the Marks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Marks, and all registrations that have been or may be granted for any of the Marks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Marks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Marks and to fully and entirely stand in the place of Assignor in all matters related to the Marks.
2. **Further Assurances.** Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

Assignor grants Assignee the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including, but not limited to, United States or foreign governments or trademark offices, for recordation of this document.

3. **Filing of Assignment.** Assignor shall hereby file and record this instrument with the United States Patent and Trademark Office.
4. **Price.** Assignee hereby agrees to pay Assignor a one-time payment of \$20,000USD as consideration for the assignment contemplated herein. Upon execution of the Agreement by both parties, Assignee will make a payment of the \$20,000USD purchase price into the trust account, an escrow account, of Polsinelli PC, Assignor's attorney ("Trustee") by wire transfer. The information required for the wire transfer is set forth below. Upon the funds being cleared to the satisfaction of Trustee, Assignor will promptly complete all paperwork necessary to transfer ownership and control over the Marks to Assignee. Upon written

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confirmation from Assignor that such paperwork has been completed and recorded pursuant to Section 3, Assignee authorizes Trustee to pay the purchase price to Assignor. Trustee will make this payment immediately and in full.

Wire Transfer Information:

Missouri Trust Account
Account name: Polsinelli PC
RE: Zorrel International TIMEOUT Trademark Assignment
Attorney: Brad Pemberton
Routing number: 101000187
Account number: 4344252335
Swift code number: USBKUS441MT

US Bank
1201 Wyandotte, Suite 1000
Kansas City MO 64106

- 5. Miscellaneous. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees, and successors.

The internal law, without regard for conflicts of laws principles, of the State of Missouri, USA, shall govern the validity of this Assignment, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.

Dated: 27. 1, 2014

ASSIGNEE

WIN BRIGHT (ASIA) LTD.
WIN BRIGHT (ASIA) LIMITED
株式会社 (公)

Ivan Savic Authorized Signature(s)

42413932

ASSIGNOR

ZORRELL INTERNATIONAL, INC.

~~Sean Mahoney~~

STATE OF MO

COUNTY OF Cass of Febr.

On this day of 25th, 2014, before me personally appeared Sean Mahoney, to me known to be an authorized representative of Assignor described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Michelle M. Messer
Notary Public

My Commission Expires:



MICHELLE M. MESSER
My Commission Expires
March 1, 2014
Cass County
Commission #10497929

EM9831

ASSIGNMENT OF TRADEMARK

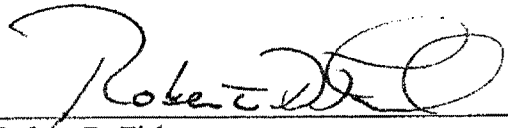
Fish & Associates, PC, a private company having its principle place of business at 2603 Main Street, Suite 1000, Irvine, CA 92614 has adopted, used and is using the mark which is applied for in the United States Patent and Trademark Office.

Mark: GREEN FIELDS PATENTING
Application Nos.: 85/386859
Filing Date: August 2, 2011

Whereas **Fish & Tsang, LLP**, a California Limited Liability Partnership, having its principle place of business at 2603 Main Street, Suite 1000, Irvine, CA 92614, is desirous of acquiring said mark thereof;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and Fish & Associates, PC does hereby assign to Fish & Tsang LLP all rights, title and interest of the said mark, together with the good will of the business symbolized by the mark, and the above identified application thereof.

5/5/14
Date



Robert D. Fish, owner
Fish & Associates, PC