

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boiling Point Corporation		12/31/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Boiling Point Restaurant (S.CA), Inc.		
Street Address:	13668 Valley Blvd., Unit #C2		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91746		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3784327	BOILING POINT	
CORRESPONDENCE DATA			
Fax Number:	9498639783		
<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:	9498639782		
Email:	dyu@ardentlawgroup.com		
Correspondent Name:	David Yu		
Address Line 1:	2301 Dupont Dr., Suite 510		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	BOILING POINT GROUP		
NAME OF SUBMITTER:	David Yu		
SIGNATURE:	/David Yu/		
DATE SIGNED:	02/24/2016		
Total Attachments: 9			
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ADDENDUM TO MERGER AGREEMENT

This Addendum to Merger Agreement (the "Addendum") is entered into this 31st day of December, 2014 (the "Effective Date") by and between Boiling Point Corporation, a California corporation ("Boiling Point Corporation"), and Boiling Point Restaurant (S. CA), Inc., a California corporation ("Boiling Point (S. CA)"), each a "Company," and collectively, the "Companies"; together with Boiling Point Group, Inc., a California corporation (the "Shareholder").

RECITALS

A. WHEREAS, Boiling Point Corporation owns the entire right, title and interest in and to certain U.S. and trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office, as listed in **Exhibit A** (collectively the "Marks"), which is attached hereto and incorporated herein by reference;

B. WHEREAS, Boiling Point Corporation and Boiling Point (S.CA) are wholly owned subsidiaries of Shareholder.

B. WHEREAS, pursuant to the terms of a Merger Agreement dated December 31, 2014 by and between the parties, Boiling Point Corporation will be merging with and into Boiling Point (S. CA) with Boiling Point (S. CA) continuing as the surviving corporation of such merger (the "Merger");

D. WHEREAS, pursuant to the Merger all the property, rights, privileges, powers and franchises of the Boiling Point Corporation, including all rights, title and interest in and to the Marks and good will associated therewith, shall vest in Boiling Point (S. CA).

E. WHEREAS, the Parties desire to enter into this Addendum to specifically identify the Marks and to memorialize the assignment of all rights, title and interest in and to the Marks and associated goodwill from Boiling Point Corporation to Boiling Point (S. CA).

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties:

AGREEMENT

1. **Assignment.** Boiling Point Corporation hereby conveys and assigns to Boiling Point (S. CA), and Boiling Point (S. CA) hereby accepts from Boiling Point Corporation, all of Boiling Point Corporation's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

3. **Recordation of Assignment; Further Actions.** Boiling Point Corporation shall execute and deliver to Boiling Point (S. CA) on or before the Effective Date the Trademark Assignment

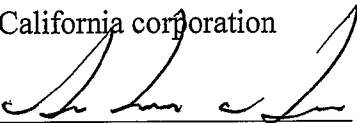
in the form shown in **Exhibit B**. At any time, and from time to time after the Effective Date, at Boiling Point (S. CA)'s request, Boiling Point Corporation shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Boiling Point Corporation's expense, as Boiling Point (S. CA) may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Boiling Point (S. CA) and to confirm Boiling Point (S. CA)'s title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Boiling Point Corporation further agrees to assist Boiling Point (S. CA) and to provide such reasonable cooperation and assistance to Boiling Point (S. CA), at Boiling Point (S. CA)'s expense, as Boiling Point (S. CA) may reasonably deem necessary and desirable in exercising and enforcing Boiling Point (S. CA)'s rights in the Marks.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representatives as of the day and year above written.

"Boiling Point Corporation"

Boiling Point Corporation,
a California corporation

By:

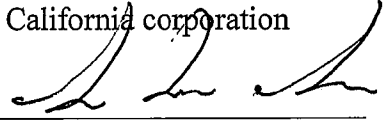


Chi How Chou, President

"Boiling Point (S. CA)"

Boiling Point Group, Inc.
a California corporation

By:

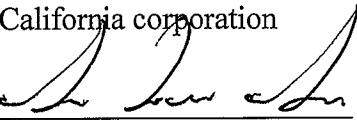


Chi How Chou, President

"Shareholder"

Boiling Point Group, Inc.,
a California corporation

By:


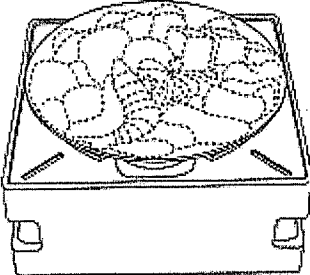


Chi How Chou, President

EXHIBIT A
The Marks

EXHIBIT A

Trademarks and Service Marks

	Description	Registration Number	Application Serial Number	Status	Our Docket Number	Current Owner
1		3784324		Registered	N/A	Boiling Point Corporation
2	沸點	3784325		Registered	N/A	Boiling Point Corporation
3	BOILING POINT	3784327		Registered	N/A	Boiling Point Corporation
4	臭臭鍋	3802381		Registered	N/A	Boiling Point Corporation
5	Mini wok on a box trade dress 	N/A	86228246	Pending	21606-055-07TMK	Boiling Point Corporation
6	沸點	N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation
7		N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation




8		N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation
9		N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation
10		N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation
11	The colors red and black as a trade dress for hot pot restaurants.	N/A	N/A	Unregistered. Trademark right under common law based on actual use.	N/A	Boiling Point Corporation

EXHIBIT B
Trademark Assignment Form