

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376779

<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>
Boiling Point Corporation		12/31/2014	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boiling Point Restaurant (S.CA), Inc.		
<b>Street Address:</b>	13668 Valley Blvd., Unit #C2		
<b>City:</b>	City of Industry		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91746		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3784325		
<b>Registration Number:</b>	3802381		
<b>Registration Number:</b>	3784324		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	9498639782		
<b>Email:</b>	dyu@ardentlawgroup.com		
<b>Correspondent Name:</b>	David Yu		
<b>Address Line 1:</b>	2301 Dupont Dr #510		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	BOILING POINT GROUP		
<b>NAME OF SUBMITTER:</b>	David Yu		
<b>SIGNATURE:</b>	/David Yu/		
<b>DATE SIGNED:</b>	03/15/2016		
<b>Total Attachments: 9</b>			
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## ADDENDUM TO MERGER AGREEMENT

This Addendum to Merger Agreement (the "Addendum") is entered into this 31<sup>st</sup> 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

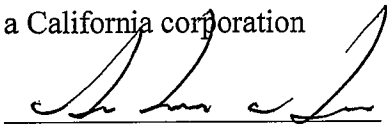
in the form shown in **Exhibit B**. At any time, and from time to time after the Effective Date, at Boiling Point (S. CA)'s request, Boiling Point Corporation shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Boiling 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:

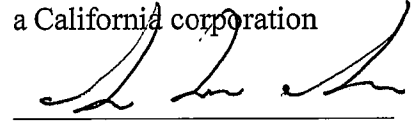


Chi How Chou, President

**"Boiling Point (S. CA)"**

Boiling Point Group, Inc.  
a California corporation

By:

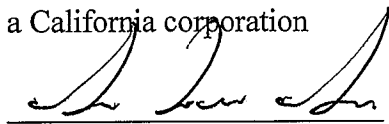


Chi How Chou, President

**"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**



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Boiling Point Corporation

- Individual(s)
- Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Boiling Point Group, Inc.

Street Address: 13668 Valley Blvd., #C-2

City: City of Industry

State: California

Country: United States of America Zip: 91746

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship California
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) 86228246 Text

B. Trademark Registration No.(s) 3784324, 3784325, 3784327, 3802381

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Hubert H. Kuo

Internal Address: \_\_\_\_\_

Street Address: Ardent Law Group, P.C.,  
2600 Michelson Dr., Ste. 1700

City: Irvine

State: California Zip: 92612

Phone Number: (949) 863-9782

Docket Number: \_\_\_\_\_

Email Address: hkuo@ardentlawgroup.com

**6. Total number of applications and registrations involved:** 5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** /s/ Hubert H. Kuo

May 8, 2015

Signature

Date

Hubert H. Kuo, Attorney of Record

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 0

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## Guidelines for Completing Trademarks Cover Sheets (PTO-1594)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

### Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

### Item 2. Name, Address, Legal Entity Type, and Citizenship of Assignee.

Enter the name and complete address of the first party receiving the interest. If there is more than one receiving party, check the "Yes" box to indicate that additional information is attached and write the wording "See additional sheet" on the citizenship line. On a separate sheet, provide all of the necessary information about the other receiving parties, as explained below. If the receiving party is an **individual**, check the "Individual" box and enter the citizenship of the receiving individual. If the receiving party is a **legal entity**, i.e., corporation, association, limited partnership, etc., designate the legal entity and citizenship of the receiving party by checking the appropriate box and filling in the citizenship information. If a box is not provided for the legal entity, check the "Other" box and write the nature of the legal entity, e.g., limited liability company, trust, estate, etc., and its citizenship. **Information about the entity type and citizenship is mandatory.**

The citizenship of a legal entity is as follows: for a *corporation*, it is the U.S. state (or foreign country) of incorporation; for an *association*, it is the U.S. state (or foreign country) under which it is organized; for a *partnership or joint venture*, it is the U.S. state (or foreign country) under which it is organized, etc. In addition, for a *domestic partnership or domestic joint venture*, the cover sheet must include the names, legal entities, and national citizenship (or the state or country of organization) of *all* general partners or active members that compose the domestic partnership or domestic joint venture. For a *trust or estate*, the same information should be provided. If additional space is needed, check the "Yes" box to indicate that additional information is attached, write the wording "See additional sheet" next to the appropriate entity designation, and provide the required information on the additional sheet.

If the receiving party is not domiciled in the United States, a designation of domestic representative is encouraged. Check the appropriate box to indicate whether or not a designation of domestic representative is attached. Check the "No" box if no information is attached.

### Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, to minimize confusion over dates. In addition, place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. The "Other" box should be checked if the conveying/receiving party is correcting a previously filed document.

### Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. The identification of the trademark should be provided for all properties to avoid recordation against the wrong property. A filing date should be provided only when the application or registration number is unknown. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

### Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

### Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

### Item 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

### Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

### Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Recordation Branch, Randolph Square, Room 5D01, 2800 South Randolph Street, Arlington, VA 22206. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

## **Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet**

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.