

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mandy Juan Liu		12/01/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	United Scope LLC		
Street Address:	14370 Myford Road, Suite 150		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92606		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3182426	AMSCOPE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson C/O Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca Dyson		
SIGNATURE:	/rebecca dyson/		
DATE SIGNED:	12/14/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

ASSIGNOR'S NAME AND ADDRESS: Mandy Juan Liu
1606 Summit Ridge Dr.
Diamond Bar, California 91765

ASSIGNEE'S NAME AND ADDRESS: United Scope LLC
(a California limited liability company)
14370 Myford Rd., Suite 150
Irvine, CA 92606

DATE OF ASSIGNMENT: December 1, 2017

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), is entered into and effective as of the 1st day of December 2017, by and between Mandy Juan Liu ("Assignor"), and United Scope LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor owns the trademark registrations set forth on Schedule A hereto (the "Trademark Registrations");

WHEREAS, Assignor and Assignee, among others, will be parties to that certain prospective Securities Purchase Agreement (the "SPA"), pursuant to which Assignor, among others, stands to benefit from the sale of the ownership interests of Assignee to a prospective acquiror of Assignee;

WHEREAS, the SPA contemplates the execution of this Agreement;

WHEREAS, Assignor has agreed to assign, transfer and convey to Assignee, Assignor's entire right, title and interest in and to the Trademark Registrations and, to the extent Assignor has any, Assignor's entire right, title and interest in and to any and all registered or unregistered (including common law) trademark rights in or to the trademark "AMSCOPE" in the United States and any other jurisdiction (all of the foregoing, collectively, the "Trademarks"); and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks from Assignor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, including, without limitation, the prospective benefits to the parties represented by the SPA and one dollar (\$1.00 USD), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor has agreed to assign, transfer and convey and does hereby irrevocably and unconditionally assign, transfer and convey to Assignee Assignor's entire right, title and interest in and to (a) the Trademarks together with the goodwill of the business symbolized by and associated with the Trademarks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, and (b) all rights to income, royalties, and license fees deriving from the Trademarks, all causes of action, claims for and rights to damages or profits, arising by reason of past, present and future infringements of the Trademarks or injury to the goodwill associated with the Trademarks with the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

Assignor agrees to perform, without charge to Assignee, all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Trademarks. Such acts may include execution of documents, including any and all powers of attorney, applications,

assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of the Trademarks or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing all lawful papers, making all lawful oaths at Assignee's expense, and generally doing all acts and everything which may be necessary, desirable or convenient for obtaining, securing, maintaining and enforcing the Trademarks and all proper protection therefor in all countries and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the Trademarks, Assignor hereby irrevocably appoints Assignee as her agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by Assignor.

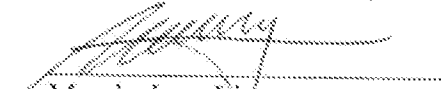
Assignor covenants to Assignee, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, lien or other encumbrance by Assignor.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

[Signature page follows.]

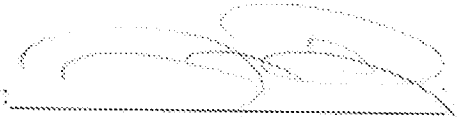
IN WITNESS WHEREOF, each party has executed this Agreement as of the date set forth above.

ASSIGNOR:


Mandy Juan Liu

ASSIGNEE:

UNITED SCOPE LLC

By: 
Name: Fuling Dai
Title: Chief Executive Officer

Schedule A

TRADEMARK REGISTRATIONS

<u>Trademark Name</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>File Date</u>	<u>Registration Date</u>
AmScope	United States	76654534	3182426	February 3, 2006	December 12, 2006
AMSCOPE	European Union	013076856	013076856	July 11, 2014	December 4, 2014
AmScope	China	10979007	10979007	May 28, 2012	September 21, 2013

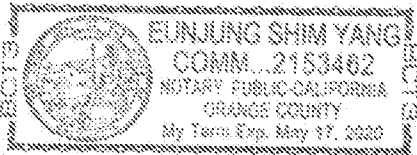
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On November 20th, 2017, before me,
EUNJUNG SHIM YANG, a Notary Public,
personally appeared Mandy Juan Liu, who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "Eunjung Shim Yang", written over a horizontal dotted line.

