

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHYSICAL ENTERPRISES INC.		06/06/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BEIJING SHUNYUAN KAIHUA TECHNOLOGY LIMITED		
Street Address:	UNIT 206-2, LEVEL 2, BLOCK 23		
Internal Address:	NO. 8 DONG BEI WANG WEST ROAD		
City:	HAIDIAN DISTRICT, BEIJING		
State/Country:	CHINA		
Postal Code:	100000		
Entity Type:	Corporation: CHINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2795140	PHYSICAL	
Registration Number:	4026853	WELL CONNECT	
Registration Number:	4624603	TRAIN WITH HEART	
Registration Number:	5244282	PAI	
Registration Number:	5244283	PAI	
CORRESPONDENCE DATA			
Fax Number:	2486493338		
<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:	2486493333		
Email:	docketing@youngbasile.com		
Correspondent Name:	YOUNG BASILE HANLON & MACFARLANE		
Address Line 1:	3001 West Big Beaver, Suite 624		
Address Line 4:	Troy, MICHIGAN 48084		
DOMESTIC REPRESENTATIVE			
Name:	YOUNG BASILE HANLON & MACFARLANE		
Address Line 1:	3001 West Big Beaver, Suite 624		

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Address Line 4: Troy, MICHIGAN 48084	
NAME OF SUBMITTER:	LIN XIAO
SIGNATURE:	/LIN XIAO/
DATE SIGNED:	07/10/2018
Total Attachments: 3 source=USTrademarkAssignment_Executed#page1.tif source=USTrademarkAssignment_Executed#page2.tif source=USTrademarkAssignment_Executed#page3.tif	

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is entered into as of June 6, 2018 ("Effective Date") by PHYSICAL ENTERPRISES INC., a corporation organized under the laws of British Columbia ("Assignor") in favor of BEIJING SHUNYUAN KAIHUA TECHNOLOGY LIMITED, a company incorporated under the laws of the People's Republic of China ("Purchaser").

WHEREAS, Assignor and Purchaser have entered into a certain Asset Purchase Agreement dated as of May 15, 2018 ("Asset Purchase Agreement"), pursuant to which Assignor has agreed to transfer, assign and convey to Purchaser all right, title, and interest in and to certain IP Assets, including those identified on Schedule 1 hereto.

WHEREAS, capitalized terms used herein shall have the meanings ascribed to them in the Asset Purchase Agreement unless otherwise defined herein.

WHEREAS, in accordance with the Asset Purchase Agreement, Assignor desires to transfer, assign, and convey to Purchaser all right, title, and interest to the IP Assets in a form suitable for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably transfers, assigns, and conveys to Purchaser and its successors and assigns all right, title, and interest to the IP Assets subsisting under the laws of the United States of America including (a) any trade-marks, service marks, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together all registrations, applications and renewals for, any of the foregoing (collectively, "Trademarks"), including the registrations and applications set forth on Schedule 1 hereto; (b) all goodwill associated with the business in which any of the foregoing Trademarks are used; (c) the right to claim for any of said applications the full benefits and priority rights under any international convention or protocol, including the Madrid Protocol; and (d) the right to sue for past infringement of any of the foregoing.

2. **NO ASSUMED LIABILITIES.** The Purchaser shall assume no liability of Assignor except as expressly provided in the Asset Purchase Agreement.

3. **FURTHER ASSURANCES.** Assignor shall provide reasonable cooperation and assistance to Purchaser in obtaining, perfecting, or evidencing Purchaser's rights in the Trademarks. Such cooperation and assistance shall include, without limitation, execution and delivery by Assignor of any applications, assignments or other instruments and papers necessary to secure trademarks registrations in the United States of America or the renewal or continuation thereof and to transfer to assignee of all right, title, and interest in the IP Assets.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

PHYSICAL ENTERPRISES INC.

By: 

Name: Peter Taylor

Title: Chief Executive Officer

SCHEDULE 1 TRADEMARKS

Jurisdiction	Application No.	Filing Date.	Registration No	Registration Date	Mark
US	75/794,831	9/09/1999	2,795,140	12/16/2003	PHYSICAL
US	85/037,197	05/13/2010	4,026,853	09/13/2011	WELL CONNECT
US	86/231,340	03/25/2014	4,624,603	10/21/2014	TRAIN WITH HEART
US	87/07,4991	06/17/2016	5,244,282	7/18/2017	PAI
US	87/075,001	06/17/2016	5,244,283	7/18/2017	