

900470745 10/19/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM494729

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Huami HK Limited		07/26/2018	Corporation: HONG KONG

RECEIVING PARTY DATA

Name:	Beijing Shunyuan ^{kaihua} Technology Limited
Street Address:	No.8 Dong Bei Wang West Road
Internal Address:	Unit 206-2, Level 2, Block 23
City:	Haidian District, Beijing
State/Country:	CHINA
Entity Type:	Corporation: HONG KONG Peoples Republic of China

[Signature]
10-24-2018

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	87001183	POWERED BY ZEPP
Serial Number:	87042207	
Serial Number:	87062882	ZEPP STANDZ
Serial Number:	86746541	ZEPP
Serial Number:	86746532	ZEPP
Serial Number:	86089609	ZEPP
Serial Number:	86981896	ZEPP
Serial Number:	85919544	GOLF SENSE

CH \$215.00 87001183

CORRESPONDENCE DATA

Fax Number: 2486493338
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.
Phone: 248-649-3333
Email: docketing@youngbasile.com
Correspondent Name: Kathleen G. Mellon
Address Line 1: 3001 West Big Beaver Road
Address Line 2: Suite 624
Address Line 4: Troy, MICHIGAN 48084

DOMESTIC REPRESENTATIVE

Name:	YoungBasile
Address Line 1:	3001 West Big Beaver Road
Address Line 2:	Suite 624
Address Line 4:	Troy, MICHIGAN 48084
NAME OF SUBMITTER:	Kathleen G. Mellon
SIGNATURE:	/Kathleen G. Mellon/
DATE SIGNED:	10/19/2018
Total Attachments: 5 source=00719209#page1.tif source=00719209#page2.tif source=00719209#page3.tif source=00719209#page4.tif source=00719209#page5.tif	

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is entered into as of July 26, 2018 ("Effective Date") HUAMI HK LIMITED, a corporation organized under the laws of Hong Kong ("Assignor") in favor of BEIJING SHUNYUAN KAIHUA TECHNOLOGY LIMITED, a corporation organized under the laws of the Peoples Republic of China ("Assignee").

WHEREAS, Assignor and Assignee are corporate affiliates.

WHEREAS, Assignor acquired certain assets pursuant to an Asset Purchase Agreement dated as of July 26, 2018 ("Asset Purchase Agreement") by and among Assignor and Zepp International Limited, a corporation organized under the laws of the Cayman Islands and certain of its subsidiaries.

WHEREAS, Assignor and Assignee desire that the acquired assets be held by Assignee.

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 Assignee and its successors and assigns all of its right, title, and interest throughout the world to the Assets, including the Assets set forth on Schedule 1 hereto.
2. **NO ASSUMED LIABILITIES.** The Assignee shall assume no liability of Assignor.
3. **FURTHER ASSURANCES.** Assignor shall provide reasonable cooperation and assistance to Assignee in obtaining, perfecting, or evidencing Assignee's rights in the Assets. Such cooperation and assistance shall include, without limitation, execution and delivery by Assignor and its contractors and employees any applications, assignments or other instruments and papers necessary to secure trademarks, patents, or copyright registrations in the United States or any foreign country or the renewal or continuation thereof and to transfer to assignee of all right, title, and interest in the Assets.
4. **PATENTS.** Without limiting the scope of Section 1, Assignor hereby sells, assigns, and transfers, unto Assignee and its successors and assigns, the full and exclusive right, title, and interest in and to: (a) any invention or inventions included in the Assets and all improvements and modifications thereof; (b) patents and patent applications included in the Assets including those covering said inventions and those identified in Schedule 1 hereto; (c) all patents which may issue from said applications in the United States and countries foreign thereto; (d) all divisions, continuations, reissues, reexaminations, and extensions of said applications and patents; (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; and (f) the right to sue for past infringement of any of the foregoing; such right, title, and interest to be held and enjoyed by Assignee, its successors and assigns, to the full end

of the term or terms for which any and all such patents may be granted as fully and entirely as would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said patents to Assignee as assignee of the entire interest, for the sole use and benefit of Assignee, its successors and assigns.

5. **TRADEMARKS.** Without limiting the scope of Section 1, Assignor hereby sells, assigns, and transfers, unto Assignee and its successors and assigns, the full and exclusive right, title, and interest in and to: (a) any trademark, service mark, trade dress included in the Assets, whether arising under common law or pursuant to any stator registration scheme; (b) trademark registrations and applications to register included in the Assets, including the registrations and applications set forth on Schedule 1 hereto; (c) all goodwill associated with the business in which any of the forgoing trademarks, service marks, and trade dress are used; (e) 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 (f) the right to sue for past infringement of any of the foregoing; such right, title, and interest to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term or terms for which any and all such patents may be granted as fully and entirely as would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks to issue said trademark registrations to Assignee as assignee of the entire interest, for the sole use and benefit of Assignee, its successors and assigns.

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

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

ASSIGNOR:

HUAMI HK LIMITED

BY:  _____

ITS: _____

Address for correspondence:



Assignee:

Beijing Shunyuan Kaihua Technology Limited
Unit 206-2, Level 2, Block 23
No. 8 Dong Bei Wang West Road
Haidian District, Beijing, China

[SIGNATURE PAGE TO ASSIGNMENT AND BILL OF SALE]

SCHEDULE I TO ASSIGNMENT AND BILL OF SALE

SCHEDULE I TRADEMARKS

Jurisdiction	Application No.	Filing Date.	Registration No	Registration Date	Mark
United States	87/001,183	4/14/2016			POWERED BY ZEPP
United States	87/042,207	5/18/2016			
United States	87/062,882	6/07/2016			ZEPP STANDZ
United States	86/746,541	9/03/2015			
United States	86/746,532	9/03/2015			ZEPP
United States	86/089,609	10/11/2013	4,555,152	6/24/2014	ZEPP
United States	86/981,896	9/03/2015	5,197,064	5/02/2017	ZEPP
United States	85/919,544	4/30/2013	5,171,763	3/28/2017	GolfSense

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