

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bilco Industries Inc.		05/30/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Topnew USA Enterprises Inc.		
Street Address:	214 WEST 39TH STREET, SUITE 400		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87045084	GAIA CONTEMPORARY HOME	
Registration Number:	5114288	GRAY EARTH	
Serial Number:	87954836	LUV LANE	
Serial Number:	87045059	NOBLEZEN	
Serial Number:	88043068	MELROSE CHIC NEW YORK	
Serial Number:	87055469	ESPERANZA	
CORRESPONDENCE DATA			
Fax Number:	6172327560		
<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:	6172327503		
Email:	yi@cutlerlegal.com		
Correspondent Name:	Yi Ke		
Address Line 1:	460 Totten Pond Road, Suite 410		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
NAME OF SUBMITTER:	Shunyao Li		
SIGNATURE:	/Shunyao Li/		
DATE SIGNED:	07/01/2019.		
Total Attachments: 4			

OP \$165.00 87045084

source=Signed Trademark Assignment - Bilco and Topnew#page1.tif

source=Signed Trademark Assignment - Bilco and Topnew#page2.tif

source=Signed Trademark Assignment - Bilco and Topnew#page3.tif

source=Signed Trademark Assignment - Bilco and Topnew#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Assignment") is made as of May 30, 2019, between Bilco Industries Inc, a New York corporation (Assignor"), and Topnew USA Enterprises Inc., a New York corporation ("Assignee"). (each of Assignor and Assignee, a "Party").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application listed in Exhibit A attached hereto, including any common law trademark rights therefor (the "Trademarks");

In consideration of payment of Five Dollars (US\$5.00) by Assignee to Assignor for the purposes of this Assignment, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Trademark Assignment. Assignor irrevocably assigns, grants and transfers to Assignee all of Assignor's worldwide right, title, and interest in and to the Trademarks, including any common law rights that may exist in the Trademarks, and any trademark registrations and applications that may exist covering the Trademarks, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademarks, the same to be held and enjoyed by Assignor for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "Assignment"). To the extent that Assignor is seeking to perfect the ownership of the Trademarks and Assignor's ownership of the Trademarks has not been perfected by the Effective Date, Assignor agrees to promptly assign ownership of the Trademarks to Assignee, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Assignor further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of the Assignment.

2. Execution and Delivery. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Trademarks (including any common law rights and goodwill that may exist in the Trademarks) and Domain Names and to protect and enforce the Trademarks.

3. Representations and Warranties. Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned (including any common law rights and goodwill that may exist in the Trademarks), and that Assignor will not take any

action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

4. Indemnification. Assignor hereby indemnifies Assignee in respect of any breach or failure in performance by Assignor of any of the terms of this Assignment. The word "indemnify" shall mean to indemnify, keep indemnified and hold harmless Assignee from and against all costs (including the costs of enforcement and all legal costs), expenses, losses and damages which Assignee may incur or suffer.

5. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Exhibit) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

6. Governing Law. This Agreement shall be subject to and governed by the laws of the State of New York without regard to the conflict of law rules of such state.

7. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a Assignor at the address set forth below or such other address as a Assignor last provided to the other by written notice:

If to **Assignor**:

Billy Chen
Bilco Industries Inc
512 7TH AVE #3702
NEW YORK, NEW YORK, 10018

If to **Assignee**:

Shunyao Li
Topnew USA Enterprises Inc.
214 WEST 39TH STREET, SUITE 400
NEW YORK CITY, NEW YORK, 10018

8. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

9. Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

10. Non-Exclusive Remedies. The rights and remedies of a Party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved Party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity. Each Party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

ASSIGNOR:

Bilco Industries, Inc.

By


Billy Chen, *President*

ASSIGNEE:

Topnew USA Enterprises Inc.

By

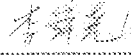

Shunyao Li, *President*

Exhibit A

Trademarks:

Registered Mark	Serial No.	Registration Date	Reg. No.	Jurisdiction of Registration	Filing Date.
GAIA CONTEMPORARY HOME	87045084	June 27, 2017	5230875	USPTO	May 20, 2016
GRAY EARTH	87045070	January 3, 2017	5114288	USPTO	May 20, 2016
NOBLEZEN	87045059	January 3, 2017	5114285	USPTO	May 20, 2016
MELROSE CHIC NEW YORK	88043068	N/A		USPTO	July 18, 2018
ESPERANZA	87055469	February 6, 2018	5393961	USPTO	May 31, 2016