

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zinus Inc.		10/10/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zinus Inc.		
Street Address:	10, Yatap-ro, 8th Floor, 81beon-gil, Bundang-gu		
City:	Seongnam-si, Gyeonggi-do		
State/Country:	KOREA, REPUBLIC OF		
Postal Code:	13497		
Entity Type:	Corporation: KOREA, REPUBLIC OF		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5545804	BIOFUSION	
Registration Number:	4351683	FLEXBASE	
CORRESPONDENCE DATA			
Fax Number:	9258355804		
<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:	9255505067		
Email:	darien@imperiumpw.com		
Correspondent Name:	Imperium Patent Works LLP		
Address Line 1:	P.O. Box 607		
Address Line 4:	Pleasanton, CALIFORNIA 94566		
DOMESTIC REPRESENTATIVE			
Name:	Zinus Inc.		
Address Line 1:	5731 Promontory Pkwy		
Address Line 4:	Tracy, CALIFORNIA 95377		
NAME OF SUBMITTER:	Darien K. Wallace		
SIGNATURE:	/Darien K. Wallace/		
DATE SIGNED:	10/10/2019		
Total Attachments: 2			

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Zinus, Inc., a California corporation ("Assignor") with offices at 5731 Promontory Parkway, Tracy, California 95377, U.S.A., owns the entire right, title and interest in and to the trademarks listed on Schedule A attached hereto, which are registered in the United States Patent and Trademark Office (collectively the "Trademarks");

WHEREAS, Zinus Inc., a corporation organized under the laws of the Republic of Korea ("Assignee") with offices at 10, Yatap-ro, 8th Floor, 81beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, 13497, Republic of Korea, desires to acquire all of Assignor's right, title and interest, in and to the Trademarks together with all the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignee, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

2. In exchange for the assignment of the Trademarks by Assignor to Assignee, Assignee has paid to Assignor a trademark transfer fee in the amount of the estimated average sum of the filing fee, statement-of-use fee, extension fee and renewal fees, if any, for each of the Trademarks, which is agreed by both the Assignee and Assignor to be \$600 per trademark listed in Schedule A.

3. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Trademarks;
- (ii) Assignor has adopted, used and is using the Trademarks, and all registrations for the Trademarks are currently valid and in full force and effect;
- (iii) Assignor has not licensed the Trademarks to any other person or entity or granted, either expressly or impliedly, any rights with respect to the Trademarks to any other person or entity; and
- (iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

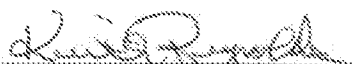
4. Assignor agrees to make no further use of the Trademarks, except as authorized and licensed by the Assignee, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Trademarks.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

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

ZINUS, INC., a California corporation

ZINUS INC., a corporation of Korea



Name: Keith Reynolds
Title: President
Date: September 10, 2019



Name: Youn Jae Lee
Title: CEO
Date: September 6th, 2019



SCHEDULE A

Registered U.S. trademarks assigned by Zinus, Inc. (California) to Zinus Inc. (Korea)

	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1 BIOFUSION	87785369	5546804	8/21/2018
2 FLEXBASE	85746301	4351663	5/11/2013

