OP \$40.00 5583968

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM551967

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHENZHEN FINEJO FASHION CO.,LTD		11/19/2019	Limited Liability Company: CHINA

RECEIVING PARTY DATA

Name:	Shenzhen Sailvan Network Technology Co., Ltd.	
Street Address:	6C-009-6C-012,International leather	
Internal Address:	City Huanan 1st Str, Pinghu Rd, Longgang Dist,	
City:	Shenzhen, Guangdong	
State/Country:	CHINA	
Postal Code:	518000	
Entity Type:	Limited Liability Company: CHINA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5583968	POPCLOTRE

CORRESPONDENCE DATA

Fax Number:

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.

Email: zhangrui@sellergrowth.com

Correspondent Name: Wenping Chen

Address Line 1: RM.GHI,#25F,TOWER A,GUANGHAO INTERNATION

Address Line 2: CENTER, MEILONG RD., LONGHUA DIST.,

Address Line 4: Shenzhen, CHINA 518000

NAME OF SUBMITTER:	Chen Wenhui
SIGNATURE:	/Chen Wenhui/
DATE SIGNED:	12/04/2019

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is entered into on this __19___ day of __November___ 2019, by and between SHENZHEN FINEJO FASHION CO.,LTD, with an address located at Zone C. 6F, China South City Square #1 Pinghu Town, LongGang, Shenzhen CHINA 518000. (hereinafter referred to as "Assignor"); and Shenzhen Sailvan Network Technology Co., Ltd., with an address located at 6C-009-6C-012,International leather City Huanan 1st Str,Pinghu Rd,Longgang Dist, Shenzhen,Guangdong, CHINA 518000 (hereinafter referred to as "Assignee").

WHEREAS Assignor is the owner and user of the full right and title to the

PopClotre

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Trademark Registration No.5583968 in the United States covering "Coats; Dresses; Jackets; Knitwear, namely, shirts, dresses, sweaters; Leather coats; Over coats; Overcoats; Puliovers; Shirts; Short-sleeve shirts; Skirts; Skorts; Sports jerseys; Suits; Sweaters; Tee-shirts; Trousers; Underwear; Uniforms; Waistcoats. "in Class 25 (herein referred to herein as "the Mark").

AND WHEREAS Assignee desires to purchase full right, title and interest to the Above Trademark.

NOW, THER ecFORE, in consideration of the above citals, of the following terms ar_{lus} conditions, and of other good and value consideration, the receipt and adequacy₉ pf which are hereby acknowledged, thearties hereby AGREE as follows:

<u>ASSIGNMENT</u>

1. Subject t_{ment}, erms and conditions of this Agree Assignor hereby grants to the to Assignee full rite. The and interest to the PopClo rademark.

2. Assignee ts grapwledges and agrees that the right total and constitutor's right transfer of any and all of Assign. Trademark.

3. The subjet the atisfer is inclusive of the goodwill or love mentioned mark(s) as well as the bus concerned.

GHTS INTELLECTUAL PROPERTY RI

- 5. Assignor shall not contest or deny the validity or enforceability of the intellectual property of Assignor or oppose or seek to cancel any registration thereof by Assignee, or aid or abet others in doing so, either during the term of this Agreement or at any time thereafter.
- Upon the execution of this agreement, Assignor shall take all necessary steps to record the assignment of the Mark with the United States Patent and Trademark Office.
- 7. Assignee shall, during the term of this Agreement and after termination hereof, execute such documents as Assignor may reasonably request from time to time to ensure that all right, title and interest in and to the Assigned Rights in the intellectual property resides with Assignee.
- 8. Assignor shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Assignee's rights in the intellectua, property or any registrations derived from such rights.
- 9. Assignor shall natify Assignee promptly of any infringement or unauthorized use of its intellectual property by others of which Assignor becomes aware. Assignee shall have the full rings to be any action on account of any such infigement or unauthorized use, and assignor shall cooperate in a commercity reasonable manner, as requested, in connection with any such action brought by Asignee.

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RIMEASE FROM LIABILITY AND INDEI ITY

10. Assignee agree_or to indemnify, defend and hold Assign harmless from any and all damages, losses, of expenses suffered or paid as a result, any third party infringement claims, diginands, suits, causes of action, procee ags, awards, judgments, and liabilities (includint garosts and attorney fees) incurred in litiation, arbitration or otherwise assessed, in incurred, or sustained by or against Assign with respect to or arising out of Assignee use of the Mark. Assignee's obligar in to indemnify Assignor as set forth herein is slighted to Assignee's receipt of commerc by reasonable and prompt notice from Assee nor of any event giving rise to Assign 's indemnity obligation.

RELATIA NSHIP BETWEEN ASSIGNOR AND ISIGNEE

11. Assignor is not ave agent, employee or legal representation of Assignee, nor does it have any other relationsiship with Assignee other than as a As mor. Assignor does

not have any authority to assume or create any obligation or responsibility on behalf of Assignee or bind Assignee in any manner, other than in accordance with the terms of this Agreement. Likewise, Assignee is not an agent, employee or legal representative of Assignor, nor does it have any other relationship with Assignor other than as Assignee. Assignee does not have any authority to assume or create any obligation or responsibility on behalf of Assignor or bind Assignor in any manner, other than in accordance with the terms of this Agreement.

MODIFICATION

12. No waiver or modification of this Agreement or any covenant, condition or limitation herein shall be valid unless in writing and signed by both parties.

SEVERABILITY

13. All covenants and agreements contained herein are severable, and in the event of any being held invalid by a court of competent jurisdiction, this Agreement shall remain intact except for the omission of the invalid portion. If the omission of the invalid portion should materially change the meaning and intent of the overall Agreement, a judge should interpret this Agreement to give such effect as most closely resembles the intended meaning and purpose of the subject Agreement.

CHOICE OF LAW

14. Any dispute arising from this Agreement shall first be attempted to be resolved by amicable means between the parties. However, should such amicable resolution not be achieved, it is agreed that, notwithstanding conflict and choice of laws, such dispute shall be brought before a court of competent jurisdiction in Miami-Dade County, United States of America. It is agreed that the prevailing party in such a dispute shall be entitled to its reasonable attorney fees, costs and damages arising in connection with such dispute.

FURTHER ASSURANCES

15. Each party agrees to execute all such further instruments and documents and to take all such further action as may be reasonably necessary to effect the terms and purposes of this Agreement.

EXECUTION IN COUNTERPARTS

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one agreement.

SUCCESSORS AND ASSIGNS

17. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, Assignees, and sub-Assignees.

ENTIRE AGREEMENT

18. This Agreement contains the complete Agreement between the parties and supersedes all prior or contemporaneous agreements or understandings, written or unwritten. By signing this Agreement, both parties acknowledge that they have read this Agreement, understood its terms, and have voluntarily accepted its provisions.

HEADINGS

19. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

STATEMENT OF GOODWILL

20. In this statement, the transferee will have the commercial goodwill of the transferor using the trademark. It also includes the commercial goodwill associated with and symbolically associated with any other trademark used in the business or the name or style or which the business is based.

ASSIGNOR:

SHENZHEN FINEJO, FASHION CO., LTI

Chen Wenhui

ASSIGNEE:

Shenzhen Sailvan Network Technology Co., Ltd.

Wenping Chen

TRADEMARK REEL: 006809 FRAME: 0186

RECORDED: 12/04/2019