

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cheetah Mobile Inc.		12/17/2019	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Beijing Bytedance Network Technology Co., Ltd.		
Street Address:	Room B-0035, 2/F, No. 3 Building, No. 30, Shixing Road, Shijinshan District		
City:	Beijing		
State/Country:	CHINA		
Postal Code:	100041		
Entity Type:	Corporation: CHINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5254142		
CORRESPONDENCE DATA			
Fax Number:	6126773101		
<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:	612-259-9722		
Email:	gtipmail@gtlaw.com		
Correspondent Name:	Draeke H. Weseman		
Address Line 1:	90 South 7th Street, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	175728010100		
NAME OF SUBMITTER:	Draeke H. Weseman		
SIGNATURE:	/Draeke H. Weseman/		
DATE SIGNED:	12/24/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This trademark assignment agreement (the "Assignment"), effective as of the date indicated below, is entered into by and between Beijing Bytedance Network Technology Co., Ltd., with an address of Room B-0035, 2/F, No. 3 Building, No. 30, Shixing Road, Shijingshan District 100041 Beijing, P.R. China ("ByteDance") and Cheetah Mobile Inc., a Cayman Islands corporation with an address of PO Box 309, Uglan House, Grand Cayman, Cayman Islands KY1-1104 ("Cheetah").

WHEREAS, Cheetah owns all right, title, and interest in and to the trademark applications, registrations, and the trademarks identified thereby, as set forth in Schedule 1, attached hereto, (collectively, the "Marks"); and

WHEREAS, Cheetah wishes to sell and assign to ByteDance, and ByteDance wishes to purchase from Cheetah all of Cheetah's right, title, and interest in and to the Marks and Assigned Rights, including but not limited to, all goodwill associated with the Marks.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and in consideration of one hundred U.S. dollars (\$100) paid by ByteDance to Cheetah, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

- a. Cheetah hereby sells, assigns, transfers, and conveys to ByteDance any and all rights, title, and interest in and to the Marks, worldwide, including (i) any causes of action or claims for damages for any infringement relating to the Marks arising on or before the date of the assignment, (ii) all goodwill associated with the Marks, and (iii) all registrations of and applications for the Marks, as set for on Schedule 1 attached hereto (collectively, the "Assigned Rights"). Under these circumstances, ByteDance fully accepts the assignment of the Marks and Assigned Rights.
- b. At ByteDance's reasonable request and instruction, Cheetah shall promptly execute or cause to be executed and notarize or cause to be notarized any documents giving effect to the assignment of the Marks and Assigned Rights from Cheetah to ByteDance, including, but not limited to (i) jurisdiction-specific assignments, applications for assignment, or requests for recordal of any assignments of the Marks ("Jurisdiction-Specific Documents"); (ii) notices of abandonment of any Marks in any jurisdictions; (iii) consents to registration of the Marks; (iv) any other documents necessary or desirable to facilitate ByteDance's registration of the Marks; and (v) any other documents necessary or desirable to give ByteDance full enjoyment of the Marks and Assigned Rights in any jurisdictions anywhere in the world.

- c. At ByteDance's reasonable request, Cheetah shall provide any and all assurances and consents necessary or desirable to give effect to the terms of this Assignment.

2. Jurisdiction-Specific Documents. The attached Jurisdiction-Specific Documents are each incorporated into this Assignment by this reference.

3. Representations and Warranties. Cheetah represents and warrants:

- a. Cheetah has not granted any person or entity any currently-subsisting or future right, title, or interest in or to the Marks or Assigned Rights;
- b. the Marks and Assigned Rights are not subject to any third-party lien or encumbrance;
- c. Cheetah's applications and registrations for the Marks are in good standing with the respective trademark offices and have been maintained as required by applicable law;
- d. there are no pending claims instituted by any third party in any jurisdiction against the Marks, other than a pending opposition against trademark application no. 3535701 in class 9 in Argentina;
- e. Cheetah has no actual knowledge of any current or ongoing third-party infringements of any of the Marks;
- f. other than the Marks listed on Schedule 1, Cheetah does not own or claim any marks in any jurisdiction pertaining to News Republic or that are confusingly similar to any of the Marks;
- g. Cheetah will not apply for or seek to obtain, or assist any others in applying for or seeking to obtain, any trademark, trade name, copyright, domain name, or other intellectual property right that is confusingly similar to any of the Marks;
- h. Cheetah will not challenge the legality of or take any action to reduce the commercial value any of the Marks; and
- i. Cheetah will cooperate with ByteDance as reasonably necessary to defend against a legal challenge to any of the Marks or Assigned Rights by any third party during and after the review period in any jurisdiction for this Assignment or Jurisdiction-Specific Documents.

4. Entire Agreement. This Assignment contains the entire understanding of the parties, and there are no written or oral representations governing this Assignment that have not been included


herein. This Assignment cannot be modified or otherwise changes except in a writing signed by both parties.

5. Execution. This Assignment (and any Jurisdiction-Specific Documents incorporated by reference) may be executed in one or more counterparts, each of which will be deemed an original, all of which together will constitute one and the same instrument, without affecting the validity hereof. This Assignment (and any Jurisdiction-Specific Documents incorporated by reference) may be executed and delivered by facsimile, email, or other electronic transmission and any scanned, photocopied, or digital signature shall be deemed binding for all purposes.

[SIGNATURE PAGE FOLLOWS]

Effective Date: December 17 2019

CHEETAH MOBILE INC.

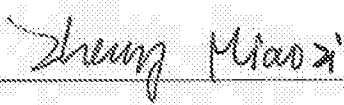
By: 

Name: Sheng Fu

Title: Director

Date: Dec. 17, 2019

**BYTEDANCE NETWORK
TECHNOLOGY CO., LTD.**

By: 

Name: Miaozi Zhang

Title: Trademark Manager

Date: Dec. 17, 2019

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE 1

Owner	Trademark	Jurisdiction	Class	Status	App./Reg. No.	App. Date
Cheetah Mobile, Inc.	NEWS REPUBLIC	Argentina	9	Application	3535701	2016.8.24
Cheetah Mobile, Inc.		Argentina	9	Registered	2907441	2016.8.24
Cheetah Mobile, Inc.	NEWS REPUBLIC	Australia	9	Registered	1778440	2016.6.22
Cheetah Mobile, Inc.		Australia	9	Registered	1778465	2016.6.22
Cheetah Mobile, Inc.	NEWS REPUBLIC	Brazil	9	Registered	911264027	2016.6.30
Cheetah Mobile, Inc.		Brazil	9	Registered	911264051	2016.6.30
Cheetah Mobile, Inc.		Canada	9	Registered	1051137	2016.6.27
Cheetah Mobile, Inc.		European Union	9, 41	Registered	15584824	2016.6.27
Cheetah Mobile, Inc.	NEWS REPUBLIC	Hong Kong	9	Registered	303814885	2016.6.22
Cheetah Mobile, Inc.		Hong Kong	9	Registered	303814902	2016.6.22
Cheetah Mobile, Inc.	NEWS REPUBLIC	India	9	Application	3289623	2016.6.21
Cheetah Mobile, Inc.		India	9	Registered	3289624	2016.6.21
Cheetah Mobile, Inc.	NEWS REPUBLIC	Indonesia	9	Application	D00201603 3902	2016.7.20
Cheetah Mobile, Inc.		Indonesia	9	Application	D00201603 3903	2016.7.20
Cheetah Mobile, Inc.	NEWS REPUBLIC	Japan	9	Registered	5912558	2016.6.28
Cheetah Mobile, Inc.		Japan	9	Registered	5912559	2016.6.28
Cheetah Mobile, Inc.	NEWS REPUBLIC	Republic of Korea	9	Registered	40-1232486	2016.6.23
Cheetah Mobile, Inc.		Republic of Korea	9	Registered	40-1234321	2016.6.23
Cheetah Mobile, Inc.	NEWS REPUBLIC	Malaysia	9	Registered	2016062132	2016.7.1
Cheetah Mobile, Inc.		Malaysia	9	Registered	2016062133	2016.7.1
Cheetah Mobile, Inc.		Mexico	9	Registered	1769715	2016.7.7

Owner	Trademark	Jurisdiction	Class	Status	App./Reg. No.	App. Date
Cheetah Mobile, Inc.		Russia	9	Registered	617307	2016.6.27
Cheetah Mobile, Inc.	NEWS REPUBLIC	Singapore	9	Registered	4020161040 7V	2016.6.29
Cheetah Mobile, Inc.		Singapore	9	Registered	4020161040 8T	2016.6.29
Cheetah Mobile, Inc.	NEWS REPUBLIC	Taiwan	9, 41	Registered	105037114	2016.6.27
Cheetah Mobile, Inc.		Taiwan	9, 41	Registered	105037115	2016.6.27
Cheetah Mobile, Inc.	NEWS REPUBLIC	Thailand	9	Application	160102871	2016.8.18
Cheetah Mobile, Inc.		Thailand	9	Registered	181126763	2016.8.18
Cheetah Mobile, Inc.	NEWS REPUBLIC	Turkey	9	Registered	2016/56963	2016.6.30
Cheetah Mobile, Inc.		Turkey	9	Registered	2016/56958	2016.6.30
Cheetah Mobile, Inc.	NEWS REPUBLIC	United Kingdom	9	Registered	UK0000318 1085	2016.8.18
Cheetah Mobile, Inc.		United Kingdom	9	Registered	UK0000318 1087	2016.8.18
Cheetah Mobile, Inc.		United States	9	Registered	5,254,142	2016.6.19