

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577137

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                         |
| <b>SEQUENCE:</b>  | 1  |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                         |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>      |
| R. J. M. L. Investment Group, Inc.  |  | 05/01/2020            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Primordial, Inc.                                   |                       |                         |
| <b>Street Address:</b>  | 11515 Telephone Ave.                               |                       |                         |
| <b>City:</b>  | Chino  |                       |                         |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                         |
| <b>Postal Code:</b>   | 91790  |                       |                         |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA                            |                       |                         |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 5497003  | 9GREENBOX             |                         |
| <b>Registration Number:</b>   | 4504480  | 9GREENBOX.COM         |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  | 9492990127   |                       |                         |
| <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> |  |                       |                         |
| <b>Phone:</b>   | 9492990188   |                       |                         |
| <b>Email:</b>   | dyu@ardentlawgroup.com                             |                       |                         |
| <b>Correspondent Name:</b>  | David Yu   |                       |                         |
| <b>Address Line 1:</b>  | 4340 Von Karman Ave.                               |                       |                         |
| <b>Address Line 2:</b>  | Suite 290  |                       |                         |
| <b>Address Line 4:</b>  | Newport Beach, CALIFORNIA 92660                    |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | David Yu   |                       |                         |
| <b>SIGNATURE:</b>   | /David Yu/   |                       |                         |
| <b>DATE SIGNED:</b>   | 05/19/2020   |                       |                         |
| <b>Total Attachments: 2</b>   |  |                       |                         |
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| source=2020-05-01 TM Assignment (RJML)#page2.tif  |  |                       |                         |

OP \$65.00 5497003

# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made by and between:

R. J. M. L. Investment Group, Inc., a corporation organized and existing under the laws of California, located at 2333 N. Coronet Ct, Covina, CA 91724 (the "Assignor") of the one part; AND

Primordial, Inc., a corporation organized and existing under the laws of California, located at 11515 Telephone Ave., Chino, CA 91790 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor owns two trademarks (collectively, the "Trademarks") in the United States (the "U.S.") of which the particulars are set forth as follows:

| <u>Trademark</u> | <u>Class</u> | <u>Registration No.</u> |
|------------------|--------------|-------------------------|
| 9GREENBOX        | 31           | 5497003                 |
| 9GREENBOX.COM    | 31           | 4504480                 |

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

WHEREAS, Assignor agrees to assign the Trademarks to the Assignee and Assignee agrees to accept the assignment of the Trademarks.

NOW THEREFORE, in consideration the mutual covenants, representations, warranties and obligations set forth in this Agreement, and the parties hereto further agree as follows.

1. Consideration for Assignment of Trademarks: In consideration of thirty thousand U.S. dollars (\$30,000.00) ("Assignment Amount") and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignee shall pay Assignor within thirty (30) days of the execution of this Assignment. Assignee shall also file the fully executed Agreement with the United States Patent and Trademark Office within thirty (30) days of the Assignor's receipt of the Assignment Amount.
2. Assignment of Trademarks: Assignor hereby assigns, sells, and transfers to Assignee all of Assignor's title and interest in and to the Trademarks, including, but not limited to: (i) all registration rights with respect to the Trademarks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Trademarks, and (iv) all income, royalties, or claims relating to the Trademarks due or payable on or after the date of this Assignment.

TRADEMARK

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3. Representations and Warranties: Assignor, as an individual, possessing the exclusive rights, title, and interest of the Trademarks. Assignor as the power to enter into this Assignment. The assignment of the Trademarks from the Assignor to the Assignee shall not cause any infringement of property rights of any third party in the U.S. There is no litigation or any other disputes arising from or relating to the Trademarks.

The Trademarks is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademarks, own registrations or pending applications for registration of the Trademarks and there are no pending cases before the court or national authorities, which may adversely affect the Trademarks. The Assignor does not take any further guarantee.

4. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademarks.
5. Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
8. This Assignment shall be governed by and construed in accordance with the laws of the State of California.
9. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 15<sup>th</sup> day of May, 2020

For and on behalf of the Assignor

Signature: \_\_\_\_\_

By: Yin Yuan Chen  
Title: Chief Executive Officer of  
R.J.M.L Investment Group, Inc.

For and on behalf of the Assignee

Signature: \_\_\_\_\_

By: Ray Fan  
Title: Chief Executive Officer of  
Primordial, Inc.