OP \$165.00 3957663

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM839444

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Henan Prosper USA, Inc.		09/14/2023	Corporation:

RECEIVING PARTY DATA

Name:	Glory Wisdom Corp	
Street Address:	10220 Philadelphia Ct.	
City:	Rancho Cucamonga	
State/Country:	CALIFORNIA	
Postal Code:	91730	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3957663	COZIE STEPS
Registration Number:	5896388	THE MOOD
Registration Number:	5896392	BACKURE
Registration Number:	5907682	BACKURE
Registration Number:	6570130	WAYLITE
Registration Number:	6570131	WAYLITE BY COZIE STEPS

CORRESPONDENCE DATA

Fax Number: 9098618820

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.

Phone: 9098616880 Email: info@libinlaw.com

Correspondent Name: Bin Li

Address Line 1: 730 N DIAMOND BAR BLVD

Address Line 4: DIAMOND BAR, CALIFORNIA 91765

NAME OF SUBMITTER:	Bin Li
SIGNATURE:	/s/
DATE SIGNED:	09/14/2023

TRADEMARK REEL: 008198 FRAME: 0762

Total Attachments: 4

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TRADEMARK REEL: 008198 FRAME: 0763

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of September 14, 2023 between the following two parties:

Assignor: Henan Prosper USA, Inc. Legal Address: 10220 Philadelphia Ct.

Rancho Cucamonga, CA 91730

Assignee: Glory Wisdom Corp Legal Address: 10220 Philadelphia Ct.

Rancho Cucamonga, CA 91730

WHEREAS, the Assignor, a California corporation, owns the trademarks as defined in Appendix 1 (the "Trademarks").

WHEREAS, the Assignee is a California corporation;

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

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

- 1. Transfer of Trademarks: With consideration offered and accepted, the Assignor agrees to assign ownership and all its goodwill of the Trademarks to the Assignee and the Assignee agrees to accept the change of the ownership of the Trademarks.
- 2. Registration Fees: The registrations for the change of the registered owner of the Trademarks shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.
- 3. Representations and Warranties:
 - 3.1 The Assignor hereby represents and warrants as follows:
 - 3.1.1 The Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.
 - 3.1.2 The Assignor has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

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- 3.1.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.
- 3.1.4 The Assignor will not engage in any action that will be detrimental to the validity of the Trademarks after the completion of the assignment.
- 3.2 The Assignee hereby represents and warrants as follows:
 - Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.
- 4. Effective Date and Term: This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.
- 5. Applicable Law: The validity, interpretation and implementation of this Agreement shall be governed by the laws of the United States of America and the state of California.
- 6. Amendment and Supplement: Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- 7. Severability: Any provision of this Agreement which is invalid or unenforceable in the said jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.
- 8. Appendix 1: The Appendix 1 referred to in this Agreement is an integral part of this Agreement and have the same legal effect as this Agreement.

9.	This Agreement is executed in two copies with the same effect as original.
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IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

Assignor: Henan Prosper USA, Inc.

Date: September 14, 2023

By: Mason Chi
Mason Chi, Vice President

Assignee: Glory Wisdom Corp

Date: September 14, 2023

By: _____ Kevin Chi, Vice President

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APPENDIX

(1) COZIE STEPS (word) USPTO Registration No. 3957663

(2) THE MOOD (word) USPTO Registration No. 5896388

(3) BACKURE (word) USPTO Registration No. 5896392

(4) BACKURE (design) USPTO Registration No. 5907682

(5) WAYLITE (word) USPTO Registration No. 6570130

(6) WAYLITE BY COZIE STEPS (word) USPTO Registration No. 6570131

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RECORDED: 09/14/2023

TRADEMARK
REEL: 008198 FRAME: 0767