

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NINGBO SUNRISE TEXTILE DYEING AND FINISHING CO., LTD.		01/07/2014	limited company: CHINA
RECEIVING PARTY DATA			
Name:	SUNRISE (SHENGZHOU) TEXTILES CO., LTD.		
Street Address:	NO.69 JIAJIA ROAD		
Internal Address:	EAST DISTRICT SHENGZHOU ECON DEV ZONE		
City:	ZHEJIANG		
State/Country:	CHINA		
Entity Type:	limited company: CHINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4396543	LIQUID COTTON	
Registration Number:	4273552	LIQUID COTTON	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	efg.chkup@gmail.com		
Correspondent Name:	XU LEI		
Address Line 1:	3011, 30/F, Office Tower		
Address Line 2:	Convention Plaza		
Address Line 4:	1 Harbour Road, HONG KONG		
NAME OF SUBMITTER:	XU LEI		
SIGNATURE:	/x/		
DATE SIGNED:	03/10/2014		
Total Attachments: 5			
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source=140310_VM49142-VM49143_assign deed-RW#page4.tif			

OP \$65.00 4396543

DECLARATION

I, the undersigned, do hereby solemnly, sincerely and truly declare and say as follows:

I am fully conversant in both the English and the Chinese languages and am qualified to translate the assignment between NINGBO SUNRISE TEXTILE DYEING AND FINISHING CO., LTD. and SUNRISE (SHENGZHOU) TEXTILES CO., LTD. dated 7 January 2014, a copy of which is attached hereto as Exhibit "A", from Chinese into English and its English translation is attached hereto as Exhibit "B" and I certify that Exhibit "B" is a true translation into English of the assignment.

DECLARED by



Name: NGAI, POK CHING

Identification No.: Y029106(2)

Date:

EXHIBIT A

转让合同

本转让合同由以下双方于 2014 年 1 月 7 日签订:

转让人: NINGBO SUNRISE TEXTILE DYEING AND FINISHING CO., LTD., 是依据中国法律成立并合法存续的企业, 其地址为 NO 1 WEST OF YIN XIAN ROAD, NINGBO CITY, ZHEJIANG PROVINCE, CHINA.

受让人: SUNRISE (SHENGZHOU) TEXTILES CO., LTD., 是依据中国法律成立并合法存续的企业, 其地址为 NO 69 JIAJIA ROAD, EAST DISTRICT SHENGZHOU ECON DEV ZONE, ZHEJIANG, CHINA.

鉴于:

(A) 转让人为美国第 4273552 注册号商标 (Liquid cotton) 及第 4305543 注册号商标




(B) 《LIQUID COTTON》的拥有人(以下称为《商标》)。

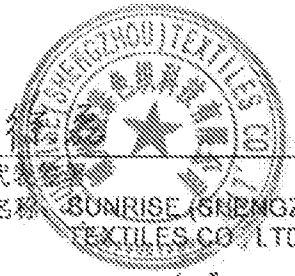
(B) 转让人及受让人同意按下列条款转让及获取所述商标。

据此, 双方现协议如下:

- 1 以美金一元作为代价, 现由受让人支付转让人(转让人特此确认收悉有关代价), 转让人作为实益拥有人特此出售、转让及让予受让人所述商标的所有权利、产权及利益和所述商标的商誉, 以及对所述商标过往侵权行为提出诉讼的权利, 并保留任何因该等诉讼而得到的赔偿和其他救济的权利。
- 2 本转让合同受中国的法律管辖, 并根据中国的法律解释, 双方得受中国法院的非专属司法管辖权管辖。

本合同由 2014 年 1 月 7 日起正式生效。


 转让人代表签署
 转让人名称: NINGBO SUNRISE TEXTILE DYEING AND FINISHING CO., LTD.


 受让人代表签署
 受让人名称: SUNRISE (SHENGZHOU) TEXTILES CO., LTD.

转让人代表姓名: 张飞猛
转让人代表职务: 董事长

受让人代表姓名: 徐磊
受让人代表职务: 董事长

王吉明
 见证人签署
 见证人姓名: 王吉明
 见证人身份证号码: 330211198711290522

董飞
 见证人签署
 见证人姓名: 董飞
 见证人身份证号码: 330227198203261627

EXHIBIT B

ASSIGNMENT DEED

THIS ASSIGNMENT is made on the 7th day of January 2014.

BETWEEN

- (1) NINGBO SUNRISE TEXTILE DYEING AND FINISHING CO., LTD., a limited company incorporated under the laws of the People's Republic of China, whose address is NO.1 WEST OF YIN XIAN ROAD, NINGBO CITY, ZHE JIANG PROVINCE, CHINA ("The Assignor")
- and
- (2) SUNRISE (SHENGZHOU) TEXTILES CO., LTD., a limited company incorporated under the laws of the People's Republic of China, whose address is NO.69 JIAJIA ROAD, EAST DISTRICT SHENGZHOU ECON DEV ZONE, ZHEJIANG, CHINA ("The Assignee")

WHEREAS

(A) The Assignor is the registered proprietor of Registration Number 4273552 for the mark <<Liquid cotton >>



and the registered proprietor of Registration Number 4396543 for the mark << >> in the United States of America ("the Marks"). Printouts of the registration details of the Marks are attached hereto.

(B) The Assignor wishes to transfer and the Assignee wishes to acquire the Marks on the terms set out below.

ASSIGNMENT

- 1. In consideration of the sum of USD 1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor as beneficial owner hereby sells, assigns and transfers to the Assignee all its rights, title and interests in and to the Marks with the goodwill attaching to the Marks together with the right to sue for past infringements of the Marks and to retain any damages and other relief obtained as a result of such action.
- 2. This Assignment shall be governed by and construed in accordance with the laws of the People's Republic of China and the parties hereby submit to the non-exclusive jurisdiction of the people's courts of the People's Republic of China.

IN WITNESS WHEREOF this Assignment has been entered into on the 7th day of January 2014.

(signature of ZHANG FEIMENG)
 SIGNED by the Assignor's representative
 Name of the Assignor: NINGBO SUNRISE TEXTILE
 DYEING AND FINISHING CO., LTD.

(signature of XU LEI)
 SIGNED by the Assignee's representative
 Name of the Assignee: SUNRISE (SHENGZHOU)
 TEXTILES CO., LTD.

Name of the Assignor's representative: ZHANG FEIMENG
 Title of the Assignor's representative: President

Name of the Assignee's representative: XU LEI
 Title of the Assignee's representative: President

(signature of WANG ZHUANNA)
 SIGNED by witness
 Name of witness: WANG JINA
 Identification of witness: 330211198711291522

(signature of DONG MENGFEI)
 SIGNED by witness
 Name of witness: DONG MENGFEI
 Identification of witness: 330227198203261627