OP \$90.00 3402694

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM423732 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	
PRIME CAPITAL HOLDINGS		03/28/2017	Corporation: BELIZE	

RECEIVING PARTY DATA

Name:	FURRION PROPERTY HOLDING LTD	
Street Address:	100 Cyberport Road, Cyberport 3	
Internal Address:	Units 614- 615, Level 6, Core D	
City:	Hong Kong	
State/Country:	HONG KONG	
Entity Type:	Corporation: HONG KONG	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark		
Registration Number:	3402694	FURRION		
Registration Number:	4563949	FURRION		
Registration Number:	4563947	FURRION		

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.

Correspondent Name: Furrion Property Holding Limited
Address Line 1: 100 Cyberport Road, Cyberport 3
Address Line 2: Units 614- 615, Level 6, Core D
Address Line 4: Hong Kong, HONG KONG

DOMESTIC REPRESENTATIVE

Name: Furrion LLC

Address Line 1: 2612 Glenview Drive
Address Line 4: Elkhart, INDIANA 46514

NAME OF SUBMITTER: Sandy Chan
SIGNATURE: /SANDY CHAN/

TRADEMARK REEL: 006033 FRAME: 0550

900402379

DATE SIGNED:	04/14/2017
Total Attachments: 3	
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TRADEMARK REEL: 006033 FRAME: 0551

TRADEMARK ASSIGNMENT

This Agreement is entered into by and between

PRIME CAPITAL HOLDINGS (herein referred to as "the Assignor"), a company incorporated in BELIZE, whose registered office is situated at 60 MARKET SQUARE, P.O. BOX 364, BELIZE CITY, BELIZE

and

FURRION PROPERTY HOLDING LTD (herein referred to as "the Assignee"), a company incorporated in HONG KONG, whose registered office is situated at UNITS 614-615, LEVEL 6, CORE D, CYBERPORT 3, 100 CYBERPORT ROAD, HONG KONG;

WHEREAS, the Assignor is the beneficial owner of all the registered or pending trademarks set out in Schedule 1 of this Agreement (herein referred to as "the Trademarks"), all of which stand in the name of the Assignor; and

WHEREAS, the Assignee wishes to acquire the entire rights, titles, and interests in the Trademarks including the goodwill of the business in the goods for which the Trademarks are registered or pending;

NOW, THEREFORE, in consideration of the covenants set out in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which being acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. Assignment of the Trademarks

The Assignor hereby irrevocably assigns to the Assignee all properties, rights, titles, and interests including, but not limited to, all registration rights with respect to the Trademarks and all rights to prepare derivative marks, in and to the Trademarks, together with the entire goodwill of the business in the goods for which the Trademarks are registered or pending.

2. Consideration

In consideration for the assignment set forth in Article 1, the Assignor shall pay the Assignee the sum of HK \$1.00 for each of the Trademarks.

3. Undertakings

The Assignor undertakes not to:

- a) do any act which would or might invalidate or put in dispute the Assignee's rights, titles, or interests in the Trademarks;
- oppose any trademark application made by the Assignee in relation to the Trademarks;

Assignor

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Assignee:

- c) commence, continue, or support any application for removal of the Trademarks from any register of trademarks; or
- d) assist any third party to do any of the above.

4. Severability

If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect, except as mandated by the ruling.

5. Counterparts

This Agreement will be executed in two counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. Governing law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Assignor and the Assignee irrevocably submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

Effective date: 2 8 MAR 2017	
For and on behalf of the Assignor PRIME CAPITAL HOLDINGS	For and on behalf of the Assignee FURRION PROPERTY HOLDING LTD
Signature	Signature
Name: Aaron Fidler Title: Director	Name: Aaron Fidler Title: Director

Schedule 1: USA

Trademark Description	Country	Application No.	TradeMark No.	Class	Filing Date	Date of Registration
FURRION	USA	77116805	3402694	9	27-Feb-07	25-Mar-08
FURRION	USA	86130612	4563949	9	27-Nov-13	08-Jul-14
FURRION	USA	86130583	4563947	11	27-Nov-13	08-Jul-14

For and on behalf of the Assignor PRIME CAPITAL HOLDINGS

For and on behalf of the Assignee FURRION PROPERTY HOLDING LTD

Signature

Signature

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