

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yongshick Lee		09/07/2017	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alliance Global Technology, Co., LTD		
<b>Street Address:</b>	2F, No. 92, & Luke 5th Road, Luzhu District		
<b>City:</b>	Kaohsiung City		
<b>State/Country:</b>	TAIWAN		
<b>Postal Code:</b>	82151		
<b>Entity Type:</b>	Corporation: TAIWAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87477665	ALLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6266298845		
<b>Email:</b>	jack@fritzlawgroup.com		
<b>Correspondent Name:</b>	Jack Fritz		
<b>Address Line 1:</b>	177 E Colorado Blvd Suite 200		
<b>Address Line 4:</b>	Pasadena, CALIFORNIA 91105		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jack Fritz		
<b>Address Line 1:</b>	177 E Colorado Blvd Suite 200		
<b>Address Line 4:</b>	Pasadena, CALIFORNIA 91105		
<b>NAME OF SUBMITTER:</b>	Jack Fritz		
<b>SIGNATURE:</b>	/Jack Fritz/		
<b>DATE SIGNED:</b>	09/07/2017		
<b>Total Attachments: 7</b> source=yong#page1.tif			

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## TRADEMARK TRANSFER AGREEMENT

This Trademark Transfer Agreement (the "Agreement") is entered into as of the date of final execution of all parties (the "Effective Date") by and between **LEE, YONGSHICK DBA ALLIANCE IMPLANT** ("Transferor"), and **ALLIANCE GLOBAL TECHNOLOGY, CO., LTD** (the "Transferee") (collectively "Parties").

### RECITALS

**WHEREAS**, Transferor is the owner of certain trademark(s) identified in Exhibit A (the "Trademarks") and/or of certain domain names identified in Exhibit A (the "Domain Names");

**WHEREAS**, Transferor desires to transfer all of rights, title and interest in and to the Trademarks to Transferee and to thereafter have no continuing usage rights of the Trademarks;

**WHEREAS**, each Transferor is duly authorized and capable of entering this Agreement.

**WHEREAS**, the Transferee has agreed to make a payment of money and/or to tender good and valuable consideration, in exchange for this transfer.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### 1. TRADEMARK ASSIGNMENT.

Transferor irrevocably assigns, grants and transfers to Transferee, all of Transferor's right, title, and interest in and to the Trademarks, including all common law rights, and any trademark registrations and applications, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks, the same to be held and enjoyed by Transferee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this assignment had not been made (the "Assignment").

To the extent that Transferor is seeking to perfect the ownership of the Trademarks and Transferor'S ownership of the Trademarks has not been perfected by the Effective Date, Transferor agrees to promptly assign ownership of the Trademarks to Transferee, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Transferor further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks. Transferor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any

other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Transferee as owner of all right, title and interest therein, or otherwise as Transferee may direct, in accordance with the terms of the Assignment

## **2. TRADEMARK USAGE**

Transferee hereby confirms that Transferor shall have relinquish all applicable rights to use the Trademarks.

## **3. EXECUTION AND DELIVERY**

Upon Transferee's request, Transferor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Transferee the full right, title and interest in and to the Trademarks and Domain Names and to protect and enforce the Trademarks.

## **4. REPRESENTATIONS AND WARRANTIES**

Transferor represents and warrants that Transferor has the full right to convey the entire right, title and interest herein assigned, and that Transferor will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

## **5. WARRANTY DISCLAIMER**

Transferor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARKS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

## **6. LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER Transferor BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

## **7. MISCELLANEOUS**

a. Independent Contractors.

The parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated, and neither Transferor has any right or authority to bind the other in any way.

b. Assignment.

Transferee may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Transferor .

c. Notices.

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a Transferor at the address set forth below or such other address as a Transferor last provided to the other by written notice:

If to Transferor:

**Lee, Yongshick  
DBA Alliance Implant  
1811 South Del Mar Avenue Suite 208  
San Gabriel, CALIFORNIA UNITED STATES 91776**

If To Transferee:

**Alliance Global Technology, Co., Ltd  
2F., No.92 & 96, Luke 5th Rd., Luzhu Dist.,  
Kaohsiung City 82151, Taiwan (R.O.C)**

**d. Modification and Waiver.**

The failure of either Transferor to enforce its rights or to require performance by the other Transferor of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

**e. Governing Law.**

This Agreement shall be governed and interpreted under the laws of the State of California without regard to the conflicts of law provisions thereof.

**f. Headings.**

Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.

**g. Severability.**

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**h. Entire Agreement.**

Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter here of and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

**i. Non-Exclusive Remedies.**

The rights and remedies of a Transferor set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved Transferor shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each Transferor represents and warrants that it has full right, power and authority to enter this Agreement and perform all of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have each caused this Agreement to be executed by their authorized representatives:

Date: 9/7/2017 Transferor:

DocuSigned by:  
Yongshick Lee, M.D.  
65B33B2665D4123  
**YONGSHICK LEE**  
**DBA ALLIANCE IMPLANT**

Date: 9/7/2017 Transferee:

Chang Tuo - Hou  
**OWNER CHANG TUO-HOU**  
**ALLIANCE GLOBAL TECHNOLOGY, CO., LTD**

**EXHIBIT A**

**WORKS TRANSFERRED**





Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Mon Aug 7 19:01:26 EDT 2017.

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Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

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Word Mark ALLIANCE

Goods and Services: IC 310, US 028-029 014 U.S.S. Medical implants of artificial material in particular for anchoring joint capsule components and ligament tendon structures; Medical and surgical apparatus and instruments, namely, devices used in orthopedic surgery to position surgical instruments, implants and/or patients; Arms; Medical and surgical apparatus and instruments, namely, orthopedic fixation device used in orthopedic transplant and/or implant surgery; Medical devices, namely, apical implants composed of artificial materials; Medical, surgical and orthopedic implants made of artificial materials; Dental retention system including fixture, abutment, accessories, crowns; Bone screws and bone plates for medical implants; surgical site used in various dental and orthopedic surgeries or procedures. FIRST USE, 2017/01/01. FIRST USE IN COMMERCIALS 2017/01/01

Mark Drawing Code: (3) 5E5K04 PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code: 24,13,04 - Cross, Latin (shorter horizontal line); Latin cross (shorter horizontal line)

Serial Number: 87477665

Filing Date: June 9, 2017

Current Basis: 1A

Original Filing Basis: 1A

Owner: (APPLICANT) Lee, Yongjick DBA Alliance Implant, INDIVIDUAL UNITED STATES; 1831 South Del Mar Avenue Suite 208 San Gabriel, CALIFORNIA 91776

Attorney of Record: Jack Pitt

Description of Mark: Color is not claimed as a feature of the mark. The mark consists of a cross followed by the stylized floral element "alliance".

Type of Mark: TRADEMARK

Registrar: PRINCIPAL

Live/Dead Indicator: LIVE

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