

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446493

<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>
Insup Sim		06/26/2016	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Soon Bok Lee		
<b>Street Address:</b>	20228 45th Ave		
<b>City:</b>	Bayside		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11361		
<b>Entity Type:</b>	INDIVIDUAL: KOREA, REPUBLIC OF		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77735991	SAMURAI-X	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7182244354		
<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>	7182244353		
<b>Email:</b>	soswholesaleinc@gmail.com		
<b>Correspondent Name:</b>	Soon Bok Lee		
<b>Address Line 1:</b>	20228 45th Ave		
<b>Address Line 4:</b>	Bayside, NEW YORK 11361		
<b>NAME OF SUBMITTER:</b>	Soon Bok Lee		
<b>SIGNATURE:</b>	/SB LEE/		
<b>DATE SIGNED:</b>	10/09/2017		
<b>Total Attachments: 18</b>			
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AGREEMENT made this 3rd day of May, 2016 by and among SOS Telecom Inc., 202-28 45<sup>th</sup> Avenue, Bayside 11361 (hereinafter referred to as the "Seller"), In Sup Sim (herein referred to as the "Shareholder") and SOS Wholesale Inc., 202-28 45<sup>th</sup> Avenue, Bayside 11361. (herein after referred to as the "Purchaser")

Subject to the terms and conditions of this Agreement, and in reliance upon the representation and warranties contained herein, at closing the Seller agrees to sell to the Purchaser and the Purchaser agrees to buy all the assets of the following described business: Wholesaler of telephone and drug supplies including beauty and health related items.

Located at 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361

Assets shall include but not be limited to the inventory, fixtures, equipment, contract rights, lease, good will, licenses, rights under any contract for telephone services or other rental, maintenance or use of equipment, machinery, vehicles, customer list, supplier list, business records, software, furniture and fixtures at the said premises, free and clear of any debts, mortgages, security interests or other liens or encumbrances except as herein stated.

1. Title shall be closed on or about June 1st \_\_\_\_\_, 2016 at \_\_\_\_\_ at the office of Jenny C. Ahn, 167-20 Northern Boulevard, Flushing, New York 11358 or lender's office
2. The Purchase Price to be paid by the Purchaser is \$ 400,000.00
3. The terms of the payment are as follows:

Upon execution of this agreement ("Down Payment")	\$ 40,000.00
Upon execution and delivery of Bill of Sale,	
By certified check	\$ 330,000.00
Amount held in escrow for 3 months	\$ 30,000.00
4. At the closing, adjustments shall be made for rent and additional rent. Adjustments for accounts receivable + accounts payable will be adjusted only if the net balance is greater than \$10,000. Adjustments shall be apportioned as of midnight of the day preceding the closing date. Any errors or omissions shall be corrected after closing. This provision shall survive closing for 30 days.
5. The Bill of Sale shall contain a covenant by the Seller, Shareholder and direct family members of the Shareholder not to reestablish, re-open, be engaged in, nor in manner whatsoever become interested, directly or indirectly, as owner, as partner, as agent or stockholder, directly or indirectly, either as owner, as partner, or as stockholder, director or officer of a corporation, or otherwise, in any business similar to or looking to compete against the one agreed to be sold for a term of five (5) years from the closing date.

6. Seller further agrees, at the time of closing, that the Contract of Sale is conditioned upon Purchaser obtaining a new lease with the following terms:
  - a) Base rent commencing at Five Thousand Seven Hundred Ninety Dollars (\$5,790.00) with five percent (5%) annual rent increase
  - b) Five (5) year term
  - c) Good Guy Guaranty
7. Any willful, capricious or other inexcusable default hereunder on the part of either party shall entitle the aggrieved party to the sum of \$ 40,000 ("Penalty") as liquidated damages for breach of this contract in addition to repayment in full of any sum paid hereunder as aforesaid, said amount hereby agreed upon by reason of the difficulty in reducing the exact damages actually sustained. If the Purchaser is not been able to complete its due diligence investigation of Seller to its satisfaction, neither party shall be responsible for the Penalty,
8. The Seller agrees to deliver to the Purchaser at closing the keys of the said business, a bill of sale (containing the usual warranties and affidavit of title) and all other indicia of possession.
9. No oral statement or prior written matter shall have any written force or effect. The Purchaser has examined and inspected and is familiar with the physical condition of the chattels, fixtures, equipment and furnishings of the said business and he hereby declares and agrees that he is purchasing the said business voluntarily and on his own judgment and not upon any representations made by the Seller, or by anyone acting in his behalf, as to character, condition or quality of the said chattels, fixtures, equipment and furnishings or as to the past, present or prospective income or profits of the said business other than those contained in this agreement.
10. The Seller assumes all risk of loss, damage or destruction to any property covered by this agreement resulting from fire or other casualty up to the closing of this transaction. In the event such loss or damage is substantial, either of the parties hereto may at his or her option cancel this agreement, in which case the Purchaser shall be entitled to the return of the monies paid hereunder and thereupon neither parties shall have any further claim as against the other.
11. The parties agree that the Purchaser, if an individual shall have the right to assign this contract to a corporation to be formed by the Purchaser, provided such a corporation assumes all of the terms and conditions of this agreement and the individual stockholders of said corporation execute a personal guarantee. Except as provided for under this paragraph, this contract may not be assigned without the written consent of the Seller.
12. The Seller warrants and represents the following to be true as of the date of closing:

- a) that there are no judgments of any court of record in the State of New York or of the United States against it or in any way a lien upon the assets of said business, nor has any petition in bankruptcy or other insolvency proceeding been filed by or against it, nor has it made any assignment for the benefit of creditors;
- b) that there are no actions or proceedings, in law or in equity, pending or entered against it or the business in any court, nor has it any knowledge of any threatened actions against it or the business;
- c) that there are no violations noted in, or issued by any governmental authority in consequence of its conduct of the business, and that in the conduct of the business, it has to the best of its knowledge, fully complied with all laws, ordinances, rulings and regulations of all constituted governmental authorities having jurisdiction in respect to the business or its conduct of the business;
- d) that it has not entered into any collective bargaining agreement with any union representing its employees in the said business.
- e) that the lease is in full force and effect
- f) that the Seller has furnished true and accurate copies of its financial statements

13. The purchase price for the business is allocated as follows:

a)	Goodwill & Leasehold	\$140,000
b)	Fixtures & Equipment	\$10,000
c)	Inventory	\$250,000

14. The Purchaser agrees to pay sales tax in the sum of \$ 887.50 at closing for the sales tax due on the fixtures and equipment included with this sale.

15. The Parties agree that Thirteen Thousand Five Hundred Dollars (\$13,500.00) of the security deposit of the lease dated September 2, 2014 between Seller and Mygar Construction Corp. shall be paid to Seller at closing, provided that Mygar Construction Corp consents to assignment of the security deposit.

16. All equipment, fixtures and chattels located in the premises herein will be in normal working condition, but this representation shall not survive the closing of title. Seller shall maintain a similar level of inventory at all times until closing.

17. The existence of any liens or encumbrances against the chattels, fixtures and equipment contracted to be sold hereby shall not be deemed an objection to title. If any such lien or encumbrance other than those assumed by the Purchaser hereunder should exist and if Seller shall have failed to obtain a satisfaction thereof on or before the date of closing, then Seller shall deposit with its attorney a sum sufficient to assure the payment and satisfaction thereof, at closing.

18. The Seller and Shareholder agrees to indemnify and keep the Purchaser safe and harmless from and of (i) the payment of any obligations of any kind or nature incurred by the Seller prior to date of closing, except those obligations assumed by the Purchaser and (ii) any losses, damages or expenses including reasonable attorneys' fees resulting from or in connection with any breach or failure of observance or performance of any surviving representation, warranty, covenant or other provision of this agreement by the Seller. The Purchaser agrees to indemnify and keep the Seller safe and harmless from and of (i) the payment of any obligations of any kind or nature incurred by the Purchasers after date of closing, and (ii) any losses, damages or expenses including reasonable attorneys' fees resulting from or in connection with any breach or failure of observance or performance of any representation, warranty, covenant or other provision of this agreement by the Purchaser.
19. Pending the closing of sale under this agreement, the Seller will continue to conduct said business in the same manner as heretofore conducted by it; will not violate the terms of the lease of said store premises; will perform all contracts executed by it in relation to the business which by their terms require performance by it; will not increase the compensation payable to any employee of the business; will not enter into any contract or agreement, written or oral, in relation to said business binding the Purchaser after the transfer of the business to them, except normal and ordinary commitments for the purchase of merchandise and supplies.
20. The down payment made pursuant to the terms of this Contract shall be held in escrow by Seller's Attorney in an IOLA attorney trust account until closing of title or sooner termination of this Contract by its terms. Neither party shall be entitled to interest thereon. The escrow holder is acting as a stakeholder only, and shall not be liable for any action or inaction in the absence of bad faith or willful misconduct. Purchaser and Seller severally indemnify and hold Escrow holder harmless from and against all costs, claims, damages, liabilities and expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow holder's duties hereunder. In the event of dispute, Escrow holder may be relieved of responsibility for the amount by (i) paying it into court or (ii) releasing it to the Seller if an action is not commenced by Purchaser within 120 days for return of the Contract deposit. In the event that a check given as down payment is dishonored for any reason by the bank upon which it is drawn, except for Seller's faulty endorsement, Seller, in addition to any other rights or remedies he may have, may terminate this Contract and Seller shall be relieved and released from all obligations hereunder, liability for brokerage commissions included.
21. This Contract shall be contingent upon Purchaser's obtaining a business loan approval in the amount of Two Hundred Thousand Dollars (\$200,000.00). The Purchaser represents that he has sufficient credit to warrant the granting of loan commitment contemplated herein; that he knows of no judgments outstanding against him in any court. Purchaser represents that no proceeding in bankruptcy has ever been instituted by or against him in any court or before any office of the United States or any state or territory of the United States. Purchaser represents that the annual, reportable gross income is adequate

to qualify for said loan. Purchaser represents that he has sufficient funds to pay the balance of the purchase price, plus adjustments, and to defray all loan closing expenses. Purchaser will apply for loan within five (5) business days of the date of this contract. In the event that the Purchaser cannot obtain the loan within 45 days hereof, Purchase may cancel the contract and receive the return of the Down Payment without paying the Penalty.

22. Seller shall have a right to cancel the Contract in the event that Seller is unable to purchase a new business or identify an investment property by closing.
23. If the payment made on account of the purchase price at the time of execution of this Contract of Sale fails due collection, the Seller, in addition to any other rights or remedies he may have, may declare this Contract, null, void and of no force and effect. If Seller shall choose not to cancel this contract, Purchaser shall submit a check for the contract deposit in certified funds with a check for \$150.00 to Seller's Attorney to cover administrative fees, within two (2) days of notice.
24. This Contract shall not be considered binding on the Seller until Seller executes said Contract and delivers a fully signed copy of the contract to Purchaser's attorney. Facsimile signatures and PDF signatures shall be deemed originals.
25. If the closing occurs outside of Queens or Nassau Counties, Purchaser shall pay Seller's Attorney a travel fee of \$300.00.
26. The terms, warranties and agreements contained herein shall survive closing and bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.
27. The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form and the singular will include the plural.
28. Seller's attorney shall hold \$30,000 in escrow for 3 months for auditors, bulk sales tax clearance and undisclosed liabilities incurred prior to the closing date.
29. Any and all disputes arising out of or relating to this Agreement shall be resolved through arbitration.
30. This agreement may not be changed orally.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date written above.

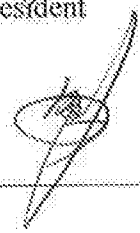
SELLER

SOS Telecom Inc.



By: In Sup Sim, President

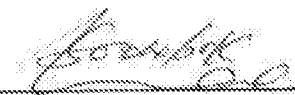
Shareholders



By: In Sup Sim

PURCHASER

SOS Wholesale, Inc.



By: *SOON BOK Lee, Pres*

TRADEMARK

REEL: 006189 FRAME: 0776



*Know Everyone by these Presents,*

THAT

SOS Telecom, Inc.,  
whose address is 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361.

herein referred to as the Transferor, for and in consideration of the sum of \$10.00 paid to the Transferor, at or before the ensealing and delivery of these presents by

SOS Wholesale, Inc.  
whose address is 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361.

herein referred to as the Transferee, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, sells, transfers, sets over and assigns to the said Transferee, the following described business:

Wholesale Business of Telephone and Drug Supplies

located at 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361.

including the fixtures, equipment, contract rights, lease, good will, licenses, rights under any contract for telephone service or other rental, maintenance or use of equipment, machinery and fixtures at the said premises, more particularly described in the Schedule herein.

TO HAVE AND TO HOLD the same unto the Transferee forever, subject to

None

AND the Transferor covenants and agrees, to and with the Transferee to warrant and defend the sale of said business and business assets hereby sold, unto the Transferee against all and every person and persons whomsoever.

AND the Transferor further covenants and agrees to and with the Transferee, not to re-establish, re-open, be engaged in, nor in any manner whatsoever become interested, directly or

indirectly, either as employee, as owner, as partner, as agent or as stockholder, director or officer of a corporation, or otherwise, in any business, trade or occupation similar to the one hereby sold-

*for a term of.....Five (5 )years from the date of these presents:*

The Transferor hereby transfers the security deposited with the landlord in the amount of \$13,500.00.

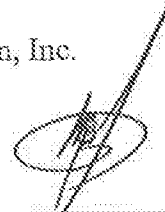
The warranties and covenants contained in the agreement heretofore entered into between the Transferor and Transferee dated May 3, 2016 shall survive this Bill of Sale and become a part hereof and shall continue in full force and effect as though herein set forth fully and at length.

The terms, covenants and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this instrument are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, the Transferor has signed and sealed these presents this day of June 17, 2016.

SOS Telecom, Inc.



By: In Sup Sim, President

State of New York )  
County of Queens ) ss.:

In Sup Sim,

Being duly sworn, deposes and says that he resides at 208-11 14th Ave., Bayside, NY

That he is the President of the Transferor, a corporation organized under the Laws of the State of New York, having its principal office at 202-28 45<sup>th</sup> Avenue, Bayside NY 11361.


That Transferor is the sole and absolute owner of the property described in the foregoing bill of sale, more specifically enumerated in the schedule thereto annexed and made a part thereof, and has full right and authority to sell and transfer the same.

That the said property and each and every part thereof, is free and clear of any and all liens, mortgages, security interests, levies, debts, taxes or other claims or encumbrances except as set forth in the agreement dated May 3, 2016.

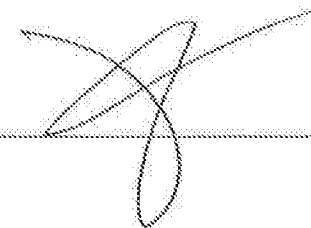
That there are no actions pending against the Transferor in any court; nor are there any replevins, judgments or executions outstanding, now in force; nor has any petition in bankruptcy or arrangement been filed by or against the Transferor; nor has the Transferor taken advantage of any law relating to insolvency.

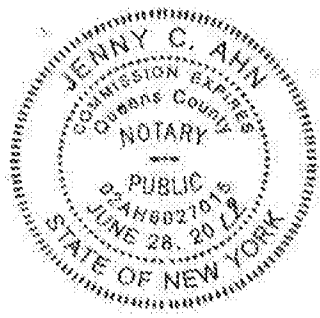
That the Transferor is not indebted to anyone and has no creditors other than those listed in the schedule of creditors appended to the agreement dated May 3, 2016, which schedule is incorporated herein by reference.

That this affidavit is made for the purpose and with the intent of inducing SOS Wholesale, Inc., Transferee to purchase the business and property described in the said bill of sale knowing that said Transferee will rely on this affidavit and pay a good and valuable consideration.

  
\_\_\_\_\_  
In Sup Sim

Sworn to me this 17<sup>th</sup> day  
of June 17, 2016

  
\_\_\_\_\_



## SCHEDULE OF THE FOREGOING BILL OF SALE

All fixtures, equipment, and furniture located at the business premises at time of contract

SALES TAX AGREEMENT

**SELLER:** SOS Telecom, Inc.  
**PURCHASER:** SOS Wholesale, Inc.  
**PREMISES:** 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361.  
**DATE OF CLOSING:** June 17, 2016

It is hereby understood and agreed that the fixtures, chattels, and equipment conveyed pursuant to the above-captioned sale are sold for the sum of \$10,000.00 and the seller's attorney herewith acknowledges receipt of the sum of \$887.50 from the purchaser as and for the sales tax due thereon, which the seller's attorney agrees to pay to the New York State Tax Bureau therefore.

It is further understood and agreed that, in the event that the New York State Tax Bureau assesses any additional tax upon the fixtures, chattels and equipment sold hereunder, the purchaser and the undersigned individuals will immediately pay such additional tax upon demand, and agrees to hold the seller harmless and to indemnify the seller from any such additional liabilities.

Dated: June 17, 2016

Purchaser: SOS Wholesale, Inc.

  
\_\_\_\_\_  
Soon Bok Lee, President

  
\_\_\_\_\_  
Soon Bok Lee, Individually

INDEMNIFICATION AGREEMENT  
(PURCHASER)

Re: Sale of SOS Telecom Inc. located at 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361

Transferor: SOS Telecom Inc.  
Transferee: SOS Wholesale Inc.

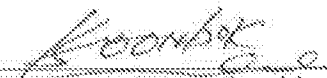
In consideration of the sale of the wholesale business of telephone and drug supplies from


SOS Telecom, Inc., Seller  
to  
SOS Wholesale, Inc., Purchasers

the receipt whereof is hereby acknowledged, the said Purchasers do hereby agree to, and do hereby indemnify and hold Seller harmless from and against and pay all debts, liabilities, obligations, and commitments of Purchasers, including Purchasers' lease obligations, accruing from the date of Closing, and not expressly assumed by Seller in the Contract of Sale.

Dated: June 17, 2016

SOS Wholesale, Inc.

  
By: Soon Bok Lee, President

  
By: Soon Bok Lee, Individually

**INDEMNIFICATION AGREEMENT**

Re: Sale of SOS Telecom, Inc. located at 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361

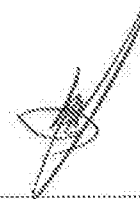
Transferor: SOS Telecom, Inc.  
Transferee: SOS Wholesale, Inc.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by: SOS Wholesale, Inc., Purchasers  
to  
SOS Telecom , Inc., Seller

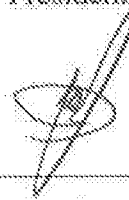
the receipt whereof is hereby acknowledged, the said Seller does hereby agree to, and does hereby indemnify and hold Purchasers harmless from and against all debts, liabilities, obligations, and commitments of Seller, accruing to, or existing at midnight the date before Closing, and not expressly assumed by Purchasers in the Contract of Sale.

Dated: June 17, 2016

SOS Telecom, Inc.



By: In Sup Sim, President



By: In Sup Sim, Individually

ESCROW RECEIPT

**Seller:** SOS Telecom, Inc.  
**Purchaser:** SOS Wholesale, Inc.  
**Premises:** 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361  
**Date of Closing:** June 17, 2016

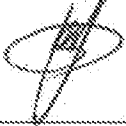
Seller having sold to the Purchaser the wholesale business of telephone and drug supplies which conducts business at the above address and having made an affidavit in the Bill of Sale thereof that the Seller was not indebted to anyone and had no creditors, other than set forth therein, and in order to secure that all sales taxes due through date hereof have been paid for by Seller, it is agreed between the parties that the amount of \$30,000.00 is to be deposited in escrow with Jenny C. Ahn, Esq., 167-20 Northern Boulevard, Flushing, NY 11358 hereinafter called the Escrowee, which note is to be delivered to the Seller by Jenny C. Ahn, Esq. pursuant to the terms hereunder listed:

Once the Purchaser's attorney has received Notification from the State of New York that all sales taxes have been paid by the Seller or that none are owing and 90 days have expired, then the cash held by the Escrowee can be released to the Seller.

The Escrowee shall only be responsible for any willful misconduct with respect to the escrow funds established herein. Escrowee shall not be responsible for acts and omissions undertaken in good faith in connection with the Escrow funds. Upon delivery by the Escrowee of the cash as hereinabove set forth in accordance with the terms hereof, the Escrowee shall thereupon be released from any and all liability hereunder.

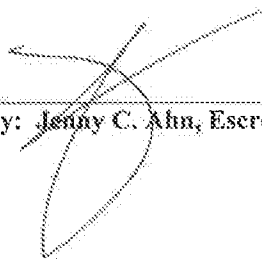
**THE ABOVE ESCROW IS CONSENTED TO:**

Seller: SOS Telecom, Inc.



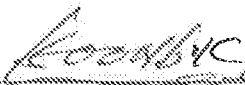
by: In Sup Sim, President

Jenny C. Ahn, Esq.



by: Jenny C. Ahn, Escrowee

Purchaser: SOS Wholesale, Inc.



by: Soon Bok Lee, President



ACKNOWLEDGMENT REGARDING FIXTURES AND INCOME

**SELLER:** SOS Telecom, Inc.  
**PURCHASER:** SOS Wholesale, Inc.  
**DATE OF CLOSING:** June 17, 2016

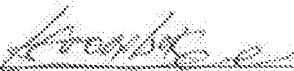
The Purchaser acknowledges that it has had the opportunity to observe the condition of each of the trade fixtures and other equipment relative to the above referenced transaction, which are located at 202-28 45th Avenue, Bayside, NY 11361. The Purchaser is fully satisfied with the condition of each of the trade fixtures and other equipment located at the business premises.

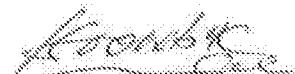
The Purchaser further acknowledges that it has had an opportunity to observe the conduct, operation and income of wholesale business of telephone and drug supplies and is fully satisfied with the conduct, operation and income of wholesale business of telephone and drug supplies.

Purchaser is purchasing said business voluntarily, based on the Purchaser's advisors' and the Purchaser's own judgment and evaluation and Purchaser is not relying upon any verbal or written representations of the Seller regarding said business nor as to the prospective profits or volume of said business.

Dated: June 17, 2016

Purchaser: SOS Wholesale, Inc.

  
\_\_\_\_\_  
Soon Bok Lee, President

  
\_\_\_\_\_  
Soon Bok Lee, Individual

CORPORATE RESOLUTION

THE UNDERSIGNED, the President of SOS Wholesale, Inc., a New York Corporation, DOES HEREBY CERTIFY:

At a meeting of the board of directors of the above mentioned corporation, duly called and held this day at which a quorum was present and acted throughout, the board of directors unanimously adopted the following resolution, which has not been modified or rescinded:

RESOLVED, that the corporation purchase a wholesale business of telephone and drug supplies together with all assets in the business located at 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361. and, it is further

RESOLVED, that the President and any other officer of this corporation are hereby severally authorized and empowered to execute and deliver any and all instruments relating to the above authorized Purchase, and to take all other steps as such officer shall deem necessary or appropriate to effectuate the foregoing transaction. All such instruments heretofore executed and all such other steps heretofore taken are hereby in all respects approved, ratified, confirmed and adopted.

Neither the Certification of Incorporation nor the By-Laws contains any special requirement as to the number of directors required to pass such resolution.

The Certificate of Incorporation of the corporation does not require any vote or consent of the shareholders to authorize the above mentioned Purchase.

IN WITNESS WHEREOF, the undersigned has hereto affixed his/her hand and the seal of the corporation.

  
\_\_\_\_\_  
Soon Bok Lee,

Dated: June 17, 2016

CORPORATE RESOLUTION

THE UNDERSIGNED, the President of SOS Telecom, Inc., (the "Corporation"), a corporation duly organized and existing under the laws of the State of New York, DOES HEREBY CERTIFY:

At a meeting of the board of directors of the above mentioned Corporation, duly called and held this day at which a quorum was present and acted throughout, the board of directors unanimously adopted the following resolution, which has not been modified or rescinded:

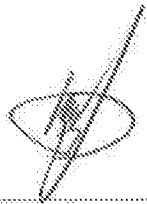
RESOLVED, that the Corporation has agreed to sell, transfer, assign, and convey its wholesale business of telephone and drug supplies together with all assets owned by and or related to the business located at 202-28 45<sup>th</sup> Avenue, Bayside, NY 11361. (the "Leased Premises") to SOS Wholesale, Inc., pursuant to a certain Agreement dated May 3, 2016, and it is further

RESOLVED, that the President and any other officer of this Corporation are hereby severally authorized and empowered to execute and deliver any and all instruments relating to the above authorized Sale and to take all other steps as such officer shall deem necessary or appropriate to effectuate the foregoing transaction. All such instruments heretofore executed and all such other steps heretofore taken are hereby in all respects approved, ratified, confirmed and adopted.

Neither the Certification of Incorporation nor the By-Laws contains any special requirement as to the number of directors required to pass such resolution.

The Certificate of Incorporation of the Corporation does not require any vote or consent of the shareholders to authorize the above mentioned Sale.

The undersigned further certifies that In Sup Sim has been duly elected and hold office as President of the Corporation and the following is a true signature of said officer:



\_\_\_\_\_  
In Sup Sim, President

State of New York - Department of Taxation and Finance - Sales Tax  
**Notification of Sale, Transfer or Assignment in Bulk**

The following information should be submitted by registered Mail at least ten(10) days before taking possession of or paying for the property whichever comes first. Complete this form in duplicate.  
 Mail original to: NYS Tax Department, Bulk Sales Unit, COAB, W.A. Harriman Campus, Albany, NY 12227.  
 Retain copy for your records.

Read instructions on reverse before making entries below.

Section I - Mailing Address of Purchaser, Seller and Escrow Agent (if any)*		
Purchaser or representative's name <b>Yu Mi Hong, Esq.</b>	Seller or representative's name <b>Jenny C. Ahn, Esq.</b>	Escrow agent <b>Jenny C. Ahn, Esq.</b>
Street <b>38-29 150th Street</b>	Street <b>167-20 Northern Blvd.</b>	Street <b>167-20 Northern Blvd.</b>
City, State, ZIP code <b>Flushing, New York 11354</b>	City, State, ZIP code <b>Flushing, NY 11358</b>	City, State, ZIP code <b>Flushing, NY 11358</b>
Telephone number <b>718-861-0012</b>	Telephone number <b>718-939-2900</b>	Telephone number <b>718-939-2900</b>


Section II - Vender Identification		
Purchaser's Certificate of Authority identification # <b>81-2552362</b>	Seller's Certificate of Authority identification # <b>542084263</b>	Last day of business <b>Approx 6/17/2016</b>
Purchaser's name <b>SOS Wholesale Inc.</b>	Seller's name <b>SOS Telecom Inc.</b>	
Business or trade name	Business or trade name	
Business location Street <b>202-28 45th Avenue</b>	Business location Street <b>202-28 45th Avenue</b>	
City, State, ZIP code <b>Bayside, NY 11361</b>	City, State, ZIP code <b>Bayside, NY 11361</b>	

Section III - Details of Sale		
a) Scheduled date of sale <b>Approx 6/17/2016</b>	b) Location of property when transferred <b>202-28 45th Avenue, Bayside, NY 11361</b>	f) Sales price of assets sold: 1. Tangible personal property (furniture, fixture, etc.) ..... \$ 10,000.00 2. Motor vehicles ..... 3. Merchandise inventory for resale ..... 250,000.00 4. Manufacturing equipment, tools and supplies ..... 5. Restrictive Covenant ..... 6. Intangible property (goodwill, etc.) \$ 140,000.00 Total sales price ..... \$ 400,000.00
c) Type of business or property sold <b>Wholesaler of beauty supplies</b>	d) Amount of escrow fund <b>\$ 30,000.00</b>	
e) Name of bank in which escrow fund is deposited		
Address		
City, State, ZIP code		
Account identification (name and #)	Bank telephone number AC( )	
g) Terms and conditions of sale <b>ALL CASH</b>		

\*Notice: Notification in writing is required of any change in the information reported in Section I, II and /or III.

Section 1141( c) Article 28 of the New York State Sales and Use Tax Law provides in part as follows:

"whenever a person required to collect tax shall make a sale, transfer, or assignment in bulk of any part or the whole of his business assets, otherwise than in the ordinary course of business, the purchaser, transferee or assignee shall at least ten days before taking possession of the subject of said sale, transfer or assignment, or paying therefor, notify the (Commissioner of Taxation and Finance) by registered mail of the proposed sale and of the price, terms and conditions thereof whether or not the seller, transferor or assignor, has represented to, or informed the purchaser, transferee or informed the purchaser, transferee or assignee that he owes any tax pursuant to this article, and whether or not the purchaser, transferee, or assignee has knowledge that such taxes are owing, and whether or not the purchaser, transferee, or assignee has knowledge that such taxes are owing, and taxes are owing, and whether any such taxes are in fact owing."

Date <b>6/13/2016</b>	Signature 	Title (if other than purchaser, please identify) <b>Attorney</b>
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**TRADEMARK**