

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shenzhen Valuelink E-Commerce Co., Ltd.		05/10/2018	limited company (Ltd.): CHINA
RECEIVING PARTY DATA			
Name:	Bailaohui Cross-border E-commerce(Shenzhen)Co., Ltd.		
Street Address:	Rm.201, A Bldg. Qianwan 1st Rd.,		
Internal Address:	Shen'gang Cooperation Zone,		
City:	Shenzhen		
State/Country:	CHINA		
Postal Code:	518000		
Entity Type:	limited company (Ltd.): CHINA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5438259	MOOKA	
Registration Number:	5437708	MOOKA	
Serial Number:	87594976	MOOKA	
Registration Number:	5437739	MOOKA	
Registration Number:	5438269	MOOKA	
Registration Number:	5361243	NURSAL	
Registration Number:	5212486	MIROPURE	
Registration Number:	5212485	MIROPURE	
Registration Number:	5275991	MIROPURE	
Registration Number:	5208165	MIROPURE	
Registration Number:	5357684	MIROPURE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	914317805@qq.com		
Correspondent Name:	Zhao Zhongwei		
Address Line 1:	HengGang Street Office, Longgang Distric		

OP \$290.00 5438259

Address Line 2: 2nd two-way ChangJiangPu, Heao community
Address Line 4: Shenzhen, CHINA 518000

NAME OF SUBMITTER: Gan Qingcao

SIGNATURE: /Gan Qingcao/

DATE SIGNED: 05/23/2018

Total Attachments: 3

source=trademark assignment agreement#page1.tif

source=trademark assignment agreement#page2.tif

source=trademark assignment agreement#page3.tif

Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is made as of May 10, 2018, (the "Effective Date"), between

Shenzhen Valuelink E-Commerce Co., Ltd., (the "Assignor"), a limited company (ltd.), legally organized under the laws of China, and

Bailaohui Cross-border E-commerce(Shenzhen)Co., Ltd., (the "Assignee"), a limited company (ltd.), legally organized under the laws of China.

A. WHEREAS, The Assignor is the current owner of the trademarks:

- (1) Mooka, Nice class 7, US Registration No. 5438259; Nice class 9, US Registration No. 5437708; Nice class 11, US Serial No. 87594976; Nice class 16, US Registration No. 5437739; Nice class 21, US Registration No. 5438269.
- (2) Nursal, Nice class 10, 20 and 21, US Registration No. 5361243.
- (3) Miropure, Nice class 8, US Registration No. 5212486; Nice class 11, US Registration No. 5212485; Nice class 20, Serial No. 5275991; Nice class 21, US Registration No. 5208165; Nice class 26, US Registration No. 5357684.

B. WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to these two Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the above two Marks, together with the goodwill of the business symbolized by the Marks.
2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Marks;
 - (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
 - (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
 - (iv) there are no liens or security interests against the Marks;
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$100.

4. In exchange, the Assignor hereby conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the marks, together with

1) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered,

2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and

3) all rights to sue for past, present and future infringement or misappropriations of the marks.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of CHINA, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of CHINA. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This agreement shall come into effect from the date when the parties sign this agreement. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Shenzhen Valuelink E-Commerce Co.,Ltd.

By: /s/ GAN QINGCAO

Name: GAN QINGCAO

Title: President

ASSIGNEE:

Bailaohui Cross-border E-commerce(Shenzhen)Co.,Ltd.

By: /s/ GAN QINGCAO

Name: GAN QINGCAO

Title: President