

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Songkang Lu		09/26/2022	INDIVIDUAL: CHINA
RECEIVING PARTY DATA			
Name:	Hui Zhou		
Street Address:	Xiatang West Road, Tianhe District,		
Internal Address:	Room 301, No. 437,		
City:	Guangzhou Guangdong		
State/Country:	CHINA		
Postal Code:	510091		
Entity Type:	INDIVIDUAL: CHINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6528971	AULESSE	
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:	ipus2@brealant.com		
Correspondent Name:	Evelyn Ufomadu		
Address Line 1:	500 Westover Dr		
Address Line 2:	#15266		
Address Line 4:	Sanford, NORTH CAROLINA 27330		
NAME OF SUBMITTER:	Evelyn Ufomadu		
SIGNATURE:	/Evelyn Ufomadu/		
DATE SIGNED:	10/10/2022		
Total Attachments: 4			
source=AULESSE_#12_ASSIGNMENT CONTRACT SIGNED_IN USE#page1.tif			
source=AULESSE_#12_ASSIGNMENT CONTRACT SIGNED_IN USE#page2.tif			
source=AULESSE_#12_ASSIGNMENT CONTRACT SIGNED_IN USE#page3.tif			
source=AULESSE_#12_ASSIGNMENT CONTRACT SIGNED_IN USE#page4.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (hereinafter the "Agreement") is entered into on this 26th day of September 2022 (the "Effective Date") by and between **Songkang Lu**, of legal age, having an address at No. 42, Group 1, Shisun Village Shangxin Township, Santai County Sichuan Province CHINA 621100 ("Assignor"), and **Hui Zhou**, having its principal place of business at Room 301, No. 437, Xiatang West Road, Tianhe District, Guangzhou Guangdong CHINA 510091 ("Assignee") (collectively the "Parties").

RECITALS

WHEREAS, Assignor owns the entire right, title and interest in and to United States Patent and Trademark Office ("USPTO") Registration No. 6528971 (the "Registration"), for the word mark "AULESSE" (the "Trademark"), registered on Oct. 19, 2021 for use in connection with the following goods: "Bicycles; Carts; Unicycles; Aftermarket automobile accessories, namely, car interior organizer bags, nets and trays specially adapted for fitting in vehicles; Automobile hoods; Luggage racks for cycles; Pumps for inflating vehicle tyres; Stroller hoods; Thrusters for vehicles; Touring bicycles; Vehicle seats; Vehicle tow bars; Water bottle cages for bicycles; Windscreen wipers; Windshield wiper pumps" in Class 12;

and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest, in and to the Trademark, together with all the goodwill of the business symbolized thereby,

WHEREAS, Assignor desires to assign all such right, title and interest in and to the Trademark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, warranties and covenants of this Agreement, the receipt and sufficiency of which is hereby acknowledged and the above recitals, which are incorporated in the operative terms of this Agreement by reference, the Parties agree as follows:

1. In consideration of USD 100, Assignor hereby conveys, assigns, transfers, delivers and contributes to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest, of whatever kind, in and to the Trademark, together with:

- (i) The goodwill of the business relating to the products and services upon which the Trademark is used and for which it is applied; and
 - (ii) All income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and
 - (iii) All rights to commence legal proceedings for past, present and future infringements or misappropriations of the Trademark.
2. Assignor represents and warrants that:
- (i) Assignor owns the entire right, title and interest in and to the Mark; and
 - (ii) The Registration for the Trademark is currently valid and subsisting in full force and effect; and
 - (iii) Assignor has not licensed the Mark to any other person or entity, or granted, either expressly or impliedly, any rights with respect to the Trademark to any other person or entity; and
 - (iv) There are no liens or security interests against the Trademark; and
 - (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. Assignor agrees that it will execute all documents, papers, forms and authorization and take all other actions that may be reasonably necessary for securing, completing, or vesting in Assignee full right, title and interest in the Trademark.
5. Assignee is authorized and granted power of attorney to enforce all rights associated with the ownership of the Trademark, including, but not limited to, the renewal of the mark

upon expiration, defending the mark against any proceedings brought against it, filing of declaratory actions in the case of challenges to the validity of the mark, the granting of subordinated powers of attorney to legal representatives, and the commencement of legal proceedings against infringers to police the mark (inclusive of UDRP actions against potentially infringing domain registrants) on behalf of the Assignor, until the assignment of the mark is duly recorded at the USPTO, provided that Assignee bears all legal expenses incurred in connection with such actions.

6. After the Effective Date, Assignor agrees to make no further use of the Trademark, or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Parties in writing, and Assignor agrees not to challenge Assignee's use or ownership, or the validity, of the Trademark.
7. Any modification, amendment, supplement or waiver of this Agreement must be in writing signed by a duly authorized representative of each party hereto to be binding upon either party.
8. The terms and conditions of this Agreement shall inure to the benefit of, and be binding and enforceable against, each party's agents, successors, licensees, assignees and other present and future parties in interest.
9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
10. This Agreement and the rights and obligations of the Parties hereunder must be governed by and construed in accordance with the laws of China, without regard to its conflict of laws principles, and must 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 must be heard and determined in any of such courts.

11. If any one or more clauses of this Agreement be later held invalid or unenforceable, the validity of the remaining clauses shall not be affected, and the Parties shall replace by mutual agreement any such clause held invalid or unenforceable.
12. This Agreement encompasses the entire agreement and understanding between the Parties hereto, and supersedes any and all prior understandings or agreements, whether written or oral.

IN WITNESS whereof the parties hereto have duly executed this assignment by their authorized representatives on the dates set forth below.

ASSIGNOR

ASSIGNEE

Songkang Lu
Songkang Lu

Hui Zhou
Hui Zhou

Signatory: Songkang Lu

Signatory: Hui Zhou

Position: Owner

Position: Owner

Date: 2022.9.26

Date: 2022.9.26