



101037733

To the Honorable Commissioner of Patents and Trademarks: 101037733 _____ documents or copy thereof.

MRD
5-10-99

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Des. 330,653

(Attach duplicate copy of this page if paying by deposit account)

40.00 0P

Date _____

REEL: 9935 FRAME: 0881

ASSIGNMENT

This Assignment is entered into between Yu Zheng, an individual, ("ZHENG") and Patent Category Corporation, a California corporation having an address at 3825 N. Lemon Avenue, #189, Walnut, CA 91789-2344 ("PCC").

WHEREAS, ZHENG is the owner of U.S. Patent No. Des. 330,653, issued November 3, 1992 for a "Portable Sunshade" (hereinafter referred to as "the '653 Patent").

WHEREAS, ZHENG and PCC entered into an Assignment dated February 3, 1997 in which ZHENG had assigned all of his patents and pending patent applications to PCC in exchange for all shares of outstanding stock issued by PCC.

WHEREAS, the '653 Patent was inadvertently omitted in that Assignment, and ZHENG desires to assign the '653 Patent to PCC under the terms of the Assignment dated February 3, 1997.

WHEREAS, ZHENG and PCC intend that such exchange qualify as a tax-free transaction pursuant to the provisions of Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, ZHENG hereby agrees as follows:

1. Assignment. ZHENG hereby assigns, transfers and sets over to PCC the entire worldwide right, title and interest in the '653 Patent, including all rights to all foreign, continuation, and divisional applications (including reissued and reexamined patents) originating or deriving therefrom.

2. Duties.

2.1. ZHENG agrees to execute all papers necessary in connection with the '653 Patent thereof, including foreign, continuation, and divisional applications (including reissued and reexamined patents) originating or deriving therefrom.

2.2. ZHENG agrees to execute all papers necessary in connection with any interference which may be declared concerning the '653 Patent and to cooperate with PCC in every way possible in obtaining evidence and going forward with such interference.

2.3. ZHENG agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the international Convention for Protection of Industrial Property or similar agreements.

2.4. ZHENG agrees to perform all affirmative acts which may be necessary to obtain a grant of valid United States patents to PCC for all pending applications of the '653 Patent.

2.5. ZHENG hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from the '653 Patent or any division or continuing applications thereof to PCC, as assignee of the entire interest, and hereby covenant(s) that he has full right to convey the entire interest herein assigned, and that he has not executed and will not execute any agreement in conflict herewith.

3. Acknowledgment of Consideration. ZHENG hereby acknowledge that PCC's prior issuance of stock to ZHENG constitutes adequate consideration for the assignment of the '653 Patent by ZHENG to PCC.

4. Further Assurances. Both parties agree to perform any further acts, give further assurances, and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by or against, the heirs, successors, executors, administrators or other legal representatives and assigns of the parties hereto.

6. Power of Attorney. ZHENG and PCC hereby grants RAYMOND SUN, Reg. No. 35,699, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent & Trademark Office for recordation of this document.

YU ZHENG


By:



Dated: April 28, 1999

PATENT CATEGORY CORPORATION

By:



Ting Lee
Chief Financial Officer