

Trademark Transaction Agreement

This Trademark Transaction Agreement (hereinafter referred to as the "Agreement") is entered into by and among XXXXXXXX, with the address of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (the "Seller"), and XXXXXXXX, with the address of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (the "Buyer"), and Oxo Internatioinal Limited (TrademarkSea.com), with the address of 16/F One Capital Place, 18 Luard Road, Wan Chai, Hong Kong (999077) (the "Guarantor"), collectively referred to as the "Parties," all of whom agree to be bound by this Agreement. For all good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all Parties hereto agree as follows:

1. Trademark

The Seller declares and the Guarantor guarantees that,

- (i) the Seller is the lawful owner of the U.S. trademark XXXXXXX, Registration Number XXXXXXX, together with the domain name: XXXXXXX (hereinafter referred to as the "Trademark");
- (ii) the Seller has not used and has not authorized any third party to use the Trademark in commerce.

2. Payment

The Buyer agrees to pay \$ X,XXX.00 as the expense to acquire the entire interest and goodwill of the Trademark from the Seller. All Parties agree that the Guarantor will hold the payment until the Seller fulfills its duties and obligations in this Agreement. All Parties agree to adopt any of the methods below as the payment collection method: cs@TrademarkSea.com as the beneficiary account on PayPal.com or Escrow.com.

3. Trademark Assignment

In return, the Seller agrees to irrevocably assign, grant, and transfer to the Buyer or a third party appointed by the Buyer, all of the Seller's right, title, and interest in and to the Trademark, including any common law rights that may exist in the Trademark, and any trademark registrations and applications that may exist covering the Trademark, along with the goodwill of the business symbolized by the use of the Trademark, and the rights to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademark, the same to be held and enjoyed by the Buyer for their own use and enjoyment and the use and enjoyment of their successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Agreement had not been made.

4. Seller Duties and Obligations

Guaranteed by the Guarantor, the Seller agrees to fulfill the duties and obligations as follows:

- (i) Initiate the ownership transfer with USPTO.gov properly, and ensure the Trademark will be successfully transferred to the Buyer or a third party appointed by the Buyer, and
- (ii) Provide the so-called "Verification Code" when the Buyer or a third party authorized by the Buyer enrolls in its Amazon brand registry regarding the Trademark, and
- (iii) If applicable, transfer the domain name to the Buyer or a third party appointed by the Buyer, and
- (iv) The Seller was not, is not, and will not be any party involved in any assignments, agreements, or contracts that conflict with this Agreement.

All Parties agree to the terms and conditions set forth above and the Agreement comes into execution after all parties' signatures:

Seller

Name: XXXXXXX

Owner /President: XXXXXXX

Signature:

Date: February XX, 2023

Buyer

Name: XXXXXXX

Owner /President: XXXXXXX

Signature:

Date: February XX, 2023

Guarantor

Name: Oxo International Limited

President: Stephen Xie

Signature:

Date: February XX, 2023