

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NANOTRONICS SYSTEM CORPORATION		10/25/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NANOTRONICS CORPORATION		
Street Address:	PO BOX 611281		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95161		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77187815	NANOTRONICS	
CORRESPONDENCE DATA			
Fax Number:	(440)551-3710		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	NANOTRONICS@GMAIL.COM		
Correspondent Name:	NANOTRONICS CORPORATION		
Address Line 1:	PO BOX 611281		
Address Line 4:	SAN JOSE, CALIFORNIA 95161		
NAME OF SUBMITTER:	James Chu		
Signature:	/James Chu/		
Date:	10/26/2009		
Total Attachments: 1 source=ntm1#page1.tif			

OP \$40.00 77187815

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on October 25, 2009, by and between NANOTRONICS SYSTEM CORPORATION a California Corporation ("Assignor") and NANOTRONICS CORPORATION a California Corporation ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of the trademark(s) or pending trademark(s) USPTO Serial Number: 77187815, the mark nanotronics consists of stylized green letters forming a geometry circle and incorporated by reference herein (the "Marks"); and

Whereas, Assignor wishes to assign his rights in the Marks to Assignee.

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

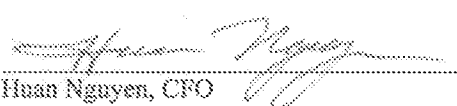
- 1. ASSIGNMENT:** Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Marks, including, but not limited to: (i) all registration rights with respect to the Marks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Marks, and (iv) all income, royalties, claims, infringement or misappropriation of the Marks as well as the right to sue for all future and past infringements and misappropriations relating to the Marks due or payable on or after the date of this Assignment.
- 2. ASSIGNOR'S REPRESENTATIONS:** Assignor represents and warrants (i) that Assignor is the exclusive owner of the Marks, (ii) that Assignor possesses all rights, title and interest in and to the Marks, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Marks do not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
- 3. CONTINUING OBLIGATIONS:** Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
- 4. BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
- 5. GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

ASSIGNOR: NANOTRONICS SYSTEM CORPORATION


James Chu, CEO

ASSIGNEE: NANOTRONICS CORPORATION


Huan Nguyen, CFO