

## 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
LT Biosyn, Inc.		07/30/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CP Bio, Inc.		
Street Address:	4802 Murietta Street		
City:	Chino		
State/Country:	CALIFORNIA		
Postal Code:	91710		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3126856	MEGAGRO	
Registration Number:	3126853	GOLDENGRO	
Registration Number:	3126857	HAPPYGRO	
CORRESPONDENCE DATA			
Fax Number:	6268107200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jlee@ipfirm.us, dhsu@ipfirm.us		
Correspondent Name:	Jen-Feng Lee		
Address Line 1:	17800 Castleton Street		
Address Line 2:	Suite 383		
Address Line 4:	City of Industry, CALIFORNIA 91748		
ATTORNEY DOCKET NUMBER:	CP BIO ASSIGNMNTS		
NAME OF SUBMITTER:	Jen-Feng Lee		

OP \$90.00 3126856

Signature:	/jlee/
Date:	08/09/2012
Total Attachments: 6 source=TM Ass-MegaGro#page1.tif source=TM Ass-MegaGro#page2.tif source=TM Ass-GoldenGro#page1.tif source=TM Ass-GoldenGro#page2.tif source=TM Ass-HappyGro#page1.tif source=TM Ass-HappyGro#page2.tif	

## AGREEMENT OF TRADEMARK ASSIGNMENT

**I. PARTIES:** The parties to this Agreement of Trademark Assignment ("Agreement") are:

- (1) LT Biosyn, Inc. ("Assignor"), located at 4802 Murietta Street, Chino, CA 91710.
- (2) CP Bio, Inc. ("Assignee"), located at 4802 Murietta Street, Chino, CA 91710

**II. RECITALS:** This Agreement is made with reference to the following facts:

1. Assignor owns and uses the US trademark of MegaGro ("Subject Mark"), identified as follows:

- a. USPTO registration number 3,126,856; registered on 08/08/2006;
- b. Covering the goods of "Plant growth regulators for agricultural use".

Assignor's right in said Subject Mark has been exercised in accordance with the rules and laws of trademark in the United States. Assignor has obtained the requisite goodwill as represented and symbolized by Subject Mark in the regular course of business conducts related to the use of Subject Mark.

2. As of July of 2012 (or effective as of date of Assignment), Assignee wished and desired to obtain the complete right, including its associated goodwill, residing in said Subject Mark. Assignee further, based on informed decision, is willing to pay to Assignor the amount of consideration as stated herein, to succeed into the right of said Subject Mark.

**III. CONSIDERATION:** In consideration of the covenants and conditions contained in this Assignment Agreement, and for other good and valuable considerations, and for additional specific consideration of ONE dollar (\$1.00), the receipt of which is hereby acknowledged, Assignor hereby assigns, conveys and otherwise sets over to Assignee all of Assignor's right, title and interest in and to the Subject Mark (including extensions, renewals and registrations thereof), including the goodwill associated therewith, to Assignee, and the same to be held and enjoyed by Assignee as fully and entirely as said right, title and interest could have been held and enjoyed by Assignor had this assignment, transfer and conveyance not been made. This Assignment is legally effectuated under all applicable laws.

**IV. FURTHER ASSURANCES:** Assignor hereby represents and warrants that it has not previously assigned any or all of its right, title or interest in and to the Subject Mark, including the goodwill associated therewith. Each of the parties to this Agreement further represents, warrants, and agrees with the other parties as follows:

Such party (or the responsible agent thereof) has read this Agreement and understands the content and consulted its legal advisor of its own choice, or none is consulted after informed decision for not doing so.

Such party has the full power and authority to enter into this Agreement.

Such party has obtained all requisite consents and approvals to enter into and consummate this Agreement.

Such party will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.

**V. MISCELLANEOUS:** This Agreement is the entire agreement between the parties, with respect to the subject matter hereof and it supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing signed by all parties hereto.

This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

Each party has cooperated in the drafting and preparation of this Agreement. Hence, neither this Agreement nor any part of it shall be construed against either party merely because such party may have drafted all or part of it.

IN WITNESS WHEREOF, the parties hereto have caused Agreement to be executed as shown on the date of each signature.

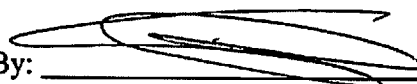
Dated: July 30, 2012

**Assignor.**  
LT Biosyn, Inc.  
4802 Murietta Street  
Chino, CA 91710

By:   
Denny Ng, CEO

Dated: July 30, 2012

**Assignee**  
CP Bio, Inc.  
4802 Murietta Street  
Chino, CA 91710

By:   
Chien-Hung Chen, President

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- (2) CP Bio, Inc. ("Assignee"), located at 4802 Murietta Street, Chino, CA 91710

**II. RECITALS:** This Agreement is made with reference to the following facts:

1. Assignor owns and uses the US trademark of GoldenGro ("Subject Mark"), identified as follows:

- a. USPTO registration number 3,126,853; registered on 08/08/2006;
- b. Covering the goods of "Plant growth regulators for agricultural use".

Assignor's right in said Subject Mark has been exercised in accordance with the rules and laws of trademark in the United States. Assignor has obtained the requisite goodwill as represented and symbolized by Subject Mark in the regular course of business conducts related to the use of Subject Mark.

2. As of July of 2012 (or effective as of date of Assignment), Assignee wished and desired to obtain the complete right, including its associated goodwill, residing in said Subject Mark. Assignee further, based on informed decision, is willing to pay to Assignor the amount of consideration as stated herein, to succeed into the right of said Subject Mark.

**III. CONSIDERATION:** In consideration of the covenants and conditions contained in this Assignment Agreement, and for other good and valuable considerations, and for additional specific consideration of ONE dollar (\$1.00), the receipt of which is hereby acknowledged, the Assignment is legally effectuated under all applicable laws.

**IV. FURTHER ASSURANCES:** Each of the parties to this Agreement represents, warrants, and agrees with the other parties as follows:

Such party (or the responsible agent thereof) has read this Agreement and understands the content and consulted its legal advisor of its own choice, or none is consulted after informed decision for not doing so.

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This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

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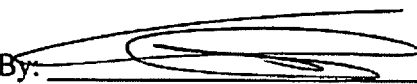
Dated: July 30, 2012

**Assignor.**  
LT Biosyn, Inc.  
4802 Murietta Street  
Chino, CA 91710

By:   
Denny Ng, CEO

Dated: July 30, 2012

**Assignee**  
CP Bio, Inc.  
4802 Murietta Street  
Chino, CA 91710

By:   
Chien-Hung Chen, President

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- (2) CP Bio, Inc. ("Assignee"), located at 4802 Murietta Street, Chino, CA 91710

**II. RECITALS:** This Agreement is made with reference to the following facts:

1. Assignor owns and uses the US trademark of HappyGro ("Subject Mark"), identified as follows:

- a. USPTO registration number 3,126,857; registered on 08/08/2006;
- b. Covering the goods of "Plant growth regulators for agricultural use".

Assignor's right in said Subject Mark has been exercised in accordance with the rules and laws of trademark in the United States. Assignor has obtained the requisite goodwill as represented and symbolized by Subject Mark in the regular course of business conducts related to the use of Subject Mark.

2. As of July of 2012 (or effective as of date of Assignment), Assignee wished and desired to obtain the complete right, including its associated goodwill, residing in said Subject Mark. Assignee further, based on informed decision, is willing to pay to Assignor the amount of consideration as stated herein, to succeed into the right of said Subject Mark.

**III. CONSIDERATION:** In consideration of the covenants and conditions contained in this Assignment Agreement, and for other good and valuable considerations, and for additional specific consideration of ONE dollar (\$1.00), the receipt of which is hereby acknowledged, the Assignment is legally effectuated under all applicable laws.

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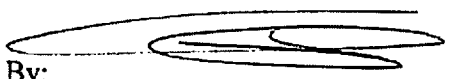
Dated: July 30, 2012

**Assignor.**  
LT Biosyn, Inc.  
4802 Murietta Street  
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By:   
Denny Ng, CEO

Dated: July 30, 2012

**Assignee**  
CP Bio, Inc.  
4802 Murietta Street  
Chino, CA 91710

By:   
Chien-Hung Chen, President