



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/21)

03/15/2013



103656323

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Brandbase USA, Inc.
3100 Carbon Place, Suite 102
Boulder, Colorado, USA
80301

- Individual(s)
- Partnership
- Corporation- State: Colorado
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 1, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TZY Shenq Enterprise Company Ltd.

Street Address: No. 75, Lane 476, Sec. 2, Yung Ping Rd.

City: Taiiping District, Taichung City

State: _____

Country: Taiwan

Zip: _____

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Taiwan
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3994271 (USA), 3431428 (Madrid)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"TECHNINE"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jonathan J. Sommer, Sommer's Business Law Firm

Internal Address: _____

Street Address: 2239 Queen Street East, Main Floor

City: Toronto

State: Ontario, Canada Zip: M4E 1G1

Phone Number: 416 907 1085

Docket Number: _____

Email Address: jsommer@sommers-law.ca

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

03/19/2013 HTON11 00000031 3994271
 Deposit Account Number _____ \$5.00 OP
 01 FC:8321
 Authorized User Name _____ 25.00 OP

9. Signature:

Signature
 Jonathan J. Sommer

Name of Person Signing

February 27, 2013

Refund Key: _____ Date: _____
 03/19/2013 HTON11 0000178122

Total number of pages including cover sheet, attachments, and document: 4
 CHECK Refund Total: \$75.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

"TECHNINE" TRADEMARK ASSIGNMENT

FROM: BRANDBASE USA INC. (the "Assignor")

TO: TZY ENTERPRISE COMPANY, LTD. (the "Assignee")
TZY SHENQ ENTERPRISE COMPANY LTD.

WHEREAS the Assignor is the owner of the full and unencumbered right, title and interest in and to the various **"TECHNINE"** trademarks more fully described in the List of Trademarks attached hereto as Schedule A (the **"Trademarks"**), and wishes to assign all rights in connection therewith to the Assignee;

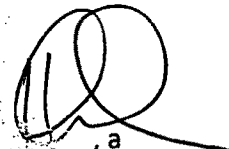
NOW THEREFORE, for the consideration set out in the *Agreement of Purchase & Sale of Property for Technine Trademark and Related Assets* dated July 5, 2012 between the parties hereto, the receipt and sufficiency of which consideration the Assignor hereby acknowledges, it is agreed that:

1. The Assignor hereby assigns to Assignee all applied-for, registered and common-law rights, titles and interests (including but not limited to all goodwill) in and to the Trademarks in the jurisdictions listed in Schedule A hereto and, where available by law, throughout the world, including but not limited to, all jurisdictions not listed in Schedule A hereto;
2. The Assignor shall do all things reasonably required by Assignee to give full force and effect to this Assignment and to the Assignor's unrestricted right to exploit the Trademarks, including but not limited to the execution of further documents and the swearing of affidavits;
3. The Assignor represents, warrants and covenants to Assignee that:
 - (a) it has the right, power, capacity and authority to: (i) enter into this Assignment; (ii) assign the rights herein assigned; and (iii) fully perform its obligations hereunder;
 - (b) Assignor is the sole owner of all right, title and interest in and to the Trademarks, and has not made and will not make any agreement, assignment, conveyance, grant or transfer that will conflict or interfere with the rights assigned to Assignee hereunder; and,
 - (c) Except as previously disclosed to Assignee, there are no claims, litigation or other proceedings pending or, to Assignor's knowledge, threatened, that could impair, limit, diminish or infringe upon the rights assigned hereunder.


4. Assignee shall have the right to freely assign this Assignment, including all of its rights and obligations hereunder, without the need for prior written consent of Assignor, in whole or in part, to any third party and all rights assigned to Assignee hereunder and all representations, warranties and agreements made by Assignor hereunder shall inure to the benefit of any such assignee of Assignee.
5. The parties hereby acknowledge that they have required that the present assignment be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention.*

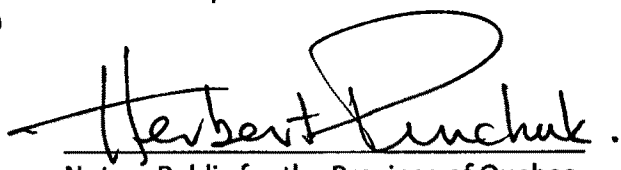
IN WITNESS WHEREOF, the Assignor has executed this Agreement on this Oct 1 day of OCTOBER, 2012.


 Brandbase USA, Inc.
 By: Philip Marcovitch
 Its: President

On this 1st day of October, 2012 before me, HERBERT Z. PINCHUK, a  a notary public, personally appeared the above party personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument he/she executed the instrument.

WITNESS my hand and official seal:


 (I) Commissioner of Oaths, authorized to receive declarations in the Province of Quebec, Canada


 Notary Public for the Province of Quebec

ME HERBERT Z. PINCHUK
 800 PLACE VICTORIA, SUITE 4700
 MONTRÉAL, QUÉBEC H4Z 1H6

Attorney and Member in good standing of the Bar of the Province of Quebec, Canada.

ME HERBERT Z. PINCHUK
 800 PLACE VICTORIA, SUITE 4700
 MONTRÉAL, QUÉBEC H4Z 1H6

**SCHEDULE A
TO THE "TECHNINE" TRADEMARK ASSIGNMENT
FROM BRANDBASE USA, INC. TO TZY ENTERPRISE COMPANY, LTD.**

List of Trademarks:

1. Australia – "TECHNINE" (stylized) – Registration No. 1134276
2. Canada – "TECHNINE" - App. No. 1415857
3. China – "TECHNINE" - App. No. 9395313 & App. No. 9395109
4. European Community – "TECHNINE" – Registration No. 007005747
5. Japan – "TECHNINE" – Registration No. 5242587
6. Korea, Republic of – "T TECHNINE" and "TECHNINE" – Registration Nos. 400745026, 400782999, & 400854190
7. Madrid (WIPO) – "TECHNINE" (stylized) – Registration No. 912689
8. Russia – "TECHNINE" – Registration No. 395433
9. USA – "TECHNINE" – Registration Nos. 3994271 & 3431428