

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316269

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brandbase USA, Inc.		10/01/2012	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TZY Shenq Enterprise Company Ltd.		
<b>Also Known As:</b>	TZY Enterprise Company, Ltd.		
<b>Street Address:</b>	No. 75, Lane 476, Sec. 2, Yung Ping Rd.		
<b>City:</b>	Taiping District, Taichung City		
<b>State/Country:</b>	TAIWAN		
<b>Entity Type:</b>	CORPORATION: TAIWAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2387773	T	
<b>Registration Number:</b>	3724469	T9	
<b>Registration Number:</b>	3425559	TT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8664886403		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4169071085		
<b>Email:</b>	jsommer@sommers-law.ca		
<b>Correspondent Name:</b>	Jonathan J. Sommer		
<b>Address Line 1:</b>	2239 Queen St. East, Main Fl.		
<b>Address Line 4:</b>	Toronto, CANADA M4E 1G1		
<b>NAME OF SUBMITTER:</b>	Jonathan J. Sommer		
<b>SIGNATURE:</b>	/Jonathan J. Sommer/		
<b>DATE SIGNED:</b>	09/08/2014		
<b>Total Attachments: 3</b>			
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**"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.

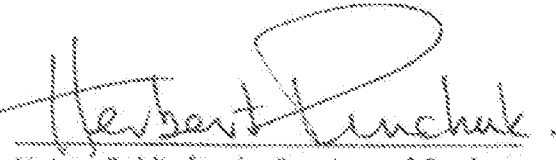
4. Assignee shall have the right to freely assign this Assignment, including all of its rights and obligations hereunder, without the need for prior written consent of Assignor, in whole or in part, to any third party and all rights assigned to Assignee hereunder and all representations, warranties and 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 001 day of OCTOBER, 2012.

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

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

On this 1<sup>st</sup> day of October, 2012 before me, HERBERT Z. PINCHUK, 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:  
  
 \_\_\_\_\_  
 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 SHENQ ENTERPRISE COMPANY, LTD.

List of Trademarks:

1. Australia -- Registration Nos. 1134276, 1078486
2. Canada -- App. No. 1415857 & App. No. 1279522 / Regis. No. TMA687793
3. China -- App. No. 9395313 & App. No. 9395109
4. European Community (WIPO) -- Registration Nos. 912689, 871603, 884372
5. Japan -- Registration No. 5242587
6. Korea, Republic of --Registration Nos. 400745026, 400782999, & 400854190
7. Russia -- Registration No. 395433
8. USA -- Registration Nos. 3994271, 3431428, 2387773