

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345072

<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>
CLODI L.L.C.		06/10/2015	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HONGFA HOLDINGS U.S., INC.		
<b>Street Address:</b>	20381 HERMANA CIRCLE		
<b>City:</b>	LAKE FOREST		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92630		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4050122	KG TECHNOLOGIES	
<b>Registration Number:</b>	3924967	KG	
<b>Registration Number:</b>	3962580	SWITCHING TO A GREENER TOMORROW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127904603		
<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>	212-790-4601		
<b>Email:</b>	TRADEMARKSNY@MANATT.COM		
<b>Correspondent Name:</b>	MARK I. PEROFF		
<b>Address Line 1:</b>	c/o MANATT, 7 TIMES SQUARE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	MARK I. PEROFF		
<b>SIGNATURE:</b>	/MARK I. PEROFF/		
<b>DATE SIGNED:</b>	06/18/2015		
<b>Total Attachments: 4</b>			
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OP \$90.00 4050122



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of June 15, 2015, is made by CLODI L.L.C., an Illinois limited liability company ("Seller"), in favor of HONGFA HOLDINGS U.S., INC., a Delaware corporation ("Purchaser"), the purchaser of certain assets of Seller pursuant to an Purchase Agreement among Seller, Philipp Gruner, an individual, Thomas Gruner, an individual, and Wolfgang Gruner, an individual (each, individually an "Equityholder" and collectively, "Equityholders"), and Purchaser, dated as of May 29, 2015 (the "Purchase Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, all of Seller's right, title and interest in and to the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"), and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Purchaser hereby acknowledges receipt of the entire right, title and interest in and to the Trademarks.
2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall, and will cause the Equityholders to, at any time and from time to time, upon written request therefor, take such steps and actions, including the execution of any documents, files, registrations or other similar items, that may be reasonably necessary to ensure that the Trademarks are properly assigned to Purchaser in the applicable jurisdiction.
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by

facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. The provisions hereof shall be governed and interpreted in all respects pursuant to the substantive laws of the State of California without regard to its conflict of laws principles.

*[signature page follows]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment to be effective as of the date first above written.

CLODIL.L.C.

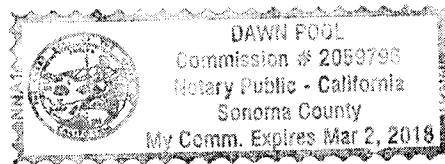
By: *[Signature]*  
Philipp Gruner  
Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma

This instrument was acknowledged before me on 06/10/2015 (date) by Philipp Gruner (name of person) who made and acknowledged making his mark on the instrument in my presence and in the presence of two persons who have signed below.

*[Signature]*  
(Signature of Notary Public)  
(Seal)



*[Signature]*  
(Signature and Address of Witness)  
755 DARIEN WAY  
SAN FRANCISCO, CA  
94127

Satia Healey  
(Signature and Address of Witness)  
429 E. Cotati Ave.  
Cotati, CA 94931

[Signature Page to Trademark Assignment]

**SCHEDULE 1**

**TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

<u>Title</u>	<u>Jurisdiction</u>	<u>Application or Trademark No.</u>	<u>Filing or Issue Date</u>
KG TECHNOLOGIES	US	4,050,122	11/01/11
KG	US	3,924,967	03/01/11
SWITCHING TO A GREENER TOMORROW	US	3,962,580	05/17/11