

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CP Bio, Inc.		08/27/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CH Biotech R&D Co., Ltd.		
Street Address:	#121 Xian-An Rd.		
Internal Address:	Xianxi Township		
City:	Changhua County		
State/Country:	TAIWAN		
Postal Code:	507		
Entity Type:	CORPORATION: TAIWAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3126856	MEGAGRO	
Registration Number:	3126857	HAPPYGRO	
Registration Number:	3126853	GOLDENGRO	
CORRESPONDENCE DATA			
Fax Number:	6268107300		
<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>			
Phone:	626-810-7200		
Email:	jflee@ipfirm.us		
Correspondent Name:	Jen-Feng Lee, Law Offices of J.F. Lee		
Address Line 1:	17800 Castleton Street, # 560		
Address Line 4:	City of Industry, CALIFORNIA 91748		
ATTORNEY DOCKET NUMBER:	CH BIOTECH-ASSIGNMENT		
NAME OF SUBMITTER:	Jen-Feng Lee		
SIGNATURE:	/jflee/		
DATE SIGNED:	10/05/2015		
Total Attachments: 2			
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OP \$90.00 3126856

AGREEMENT OF TRADEMARK ASSIGNMENT

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

- (1) CP Bio, Inc. ("Assignor"), located at 601 Kettering Dr., Ontario, CA 91761.
- (2) CH Biotech R&D Co., Ltd. ("Assignee"), located at #121 Xian-An Rd., Xianxi Township, Changhua County 507, Taiwan

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

1. Assignor owns and uses the US trademarks ("Subject Marks"), identified as follows:
 - a. USPTO registration No. **3,126,856** for **MEGAGRO**;
 - b. USPTO registration No. **3,126,857** for **HAPPYGRO**;
 - c. USPTO registration No. **3,126,853** for **GOLDENGRO**.

Assignor's right in said Subject Marks 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 Marks in the regular course of business conducts related to the use of Subject Marks.

2. As of August of 2015 (or effective as of date of Assignment), Assignee wished and desired to obtain the complete right, including its associated goodwill, residing in said Subject Marks. Assignee further, based on informed decision, is willing to pay to Assignee the amount of consideration as stated herein, to succeed into the right of said Subject Marks.

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) for each registration, 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.

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.

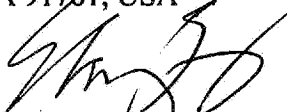
This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

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 signatures.


Dated: August 27, 2015

Assignor
CP Bio, Inc.
601 Kettering Dr.
Ontario CA 91761, USA

By: 
Stanley Hsio, CEO

Dated: Aug 28, 2015

Assignee
CH Biotech R&D Co., Ltd.
#121 Xian-An Rd., Xianxi Township
Changhua County 507, Taiwan

By: 
Chen Pang Wu, CEO