

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389424

<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>
GP3D, Inc.		12/31/2015	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Green Project, Inc.		
<b>Street Address:</b>	15335 Don Julian Rd		
<b>City:</b>	Hacienda Heights		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91745		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4682285	GP3D	
<b>Registration Number:</b>	4746870	GP3D	
<b>Registration Number:</b>	4808229	ROOT	
<b>Registration Number:</b>	4893671	GERMINATE	
<b>Registration Number:</b>	4895528	ROOT PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(626) 485-1943		
<b>Email:</b>	npark@neilparklaw.com		
<b>Correspondent Name:</b>	Neil Park		
<b>Address Line 1:</b>	501 Catalpa Rd.		
<b>Address Line 4:</b>	Arcadia, CALIFORNIA 91007		
<b>NAME OF SUBMITTER:</b>	Neil Park		
<b>SIGNATURE:</b>	/Neil Park/		
<b>DATE SIGNED:</b>	06/27/2016		
<b>Total Attachments: 3</b>			
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OP \$140.00 4682285

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS "TRADEMARK ASSIGNMENT AGREEMENT" (the "Agreement"), is effective as of December 31, 2015 (the "Effective Date"), by and between

**GP3D, INC.**, a California corporation located at 15339 Don Julian Rd., Hacienda Heights, CA 91745 ("Assignor"); and

**GREEN PROJECT, INC.**, a California corporation located at 15335 Don Julian Rd., Hacienda Heights, CA 91745 ("Assignee").

### 1. RECITALS.

1.1. Ownership of Marks. Assignor is the owner of the following trademarks and/or service marks (the "Marks"):

"GP3D", registered with the United State Patent and Trademark Office ("USPTO") on February 3, 2015 as Registration No. 4682285, in International Class 009 (for "Printers and software for the computer-aided manufacture of three dimensional parts, components, models and prototypes");

"GP3D", registered with the USPTO on June 2, 2015 as Registration No. 4746870, in International Class 017 (for "Polymer modeling materials in extruded form for use with three-dimensional modeling machines for use in further manufacturing");

"ROOT", registered with the USPTO on September 8, 2015 as Registration No. 4808229 in International Class 007 (for "Three-dimensional (3D) printers for the computer-aided manufacture of three dimensional parts, components, models and prototypes");

"GERMINATE", filed with the USPTO on February 4, 2015 as Serial No. 86524711 in International Class 009 (for "Software for operating and controlling computer-aided three-dimensional modeling machines and printers; three-dimensional modeling software for use in the digital design, analysis, creation, modification, and manufacturing of three-dimensional parts, objects, components, models and prototypes"); and

"ROOT PLUS", filed with the USPTO on June 30, 2015 as Serial No. 86679772 in International Class 007 (for "Three-dimensional (3D) printers for the computer-aided manufacture of three dimensional parts, components, models and prototypes").

1.2. Purpose of Agreement. Assignor and Assignee together wish that Assignor assign to Assignee Assignor's entire rights, title and interest in the Marks, in exchange for Assignee's payment of a fee pursuant to this Agreement.

### 2. ASSIGNMENT OF RIGHTS IN AND TO THE MARKS.

2.1. Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all rights, title and interest held by Assignor in and to the Marks.

2.2. Assignor Employees. Assignor shall cause each of its employees to irrevocably assign, transfer, and convey on a worldwide basis to Assignor, which in turn shall assign, transfer, and convey, and agree to assign, transfer, and convey to Assignee, all of Assignor's employees' rights, title, and interests in and to the Marks.

2.3. Further Assurances. The parties hereto shall cooperate in executing any and all documents and shall take all other actions as Assignee may reasonably request in order to perfect Assignee's ownership interest in and to the Marks.

3. FEE. In consideration of the assignment which is the subject of this Agreement, Assignee agrees that it shall pay to Assignor a one-time fee of \$1,000.00 (USD), payable in check or money order upon Assignor's delivery of an executed copy of this Agreement to Assignee.

### 4. DISPUTE RESOLUTIONS AND GOVERNING LAW.

4.1. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, having not been cured within the herein prescribed time, arising out of or relating to the relationship between Assignor (including any of its parents, subsidiaries, officers, employees, affiliates, agents, and representative, and the officers and employees of all such entities) and Assignee (including any of its parents, subsidiaries, officers, employees, agents or affiliates, and the officers and employees of all such entities) including, without limitation, any claim that any terms in this Agreement are unenforceable or otherwise voidable, shall be submitted to binding arbitration and shall be determined in accordance with the rules of the American Arbitration Association. Such arbitration shall be conducted in English before a sole arbitrator who shall be a United States national, selected in accordance with said rules. The arbitration, including the rendering of the award shall take place in Los Angeles County, California. Judgment upon the award of the arbitrator may be

entered in any court having jurisdiction thereon. This clause shall not, however, limit Assignor's right to institute or join in any petition or action before a federal bankruptcy court, as may be necessary in Assignor's sole subjective judgment, to seek to receive from Assignee payments due under this Agreement. Furthermore, this clause shall not limit Assignee's or Assignor's right to obtain any provisional remedy, including, without limitations, injunctive relief, writs for recovery of possession or similar relief, from any court of competent jurisdiction, as may be necessary in Assignor's sole subjective judgment, to protect its intellectual property, or other property rights including liens and security interests. The existence and outcome of any arbitration proceedings shall be kept as confidential information except to the extent necessary to obtain judgment on or enforce any arbitration award. Either party may invoke this paragraph after providing thirty (30) days' written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of competent jurisdiction.

4.2. Attorneys' Fees. If any legal action or dispute arises under this Agreement, arises by reason of any asserted breach of it, or arises between the parties and is related in any way to the subject matter of the Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees, investigative costs, reasonable accounting fees and charges for experts. The "prevailing party" shall be the party who obtains a final judgment in its favor or a provisional remedy such as a preliminary injunction or who is entitled to recover its reasonable costs of suit, whether or not the suit proceeds to final judgment; if there is no court action, the prevailing party shall be the party who wins any dispute. A party need not be awarded money damages or all relief sought in order to be considered the "prevailing party" by a court.

4.3 Governing Law. All questions concerning this Agreement, the rights and obligations of the parties, enforcement and validity, effect, interpretation and construction which are governed by state law shall be determined under the laws of the State of California without reference to its conflict of laws rules. United States federal law shall apply to all other issues. Notwithstanding Section 4.1 above, the jurisdiction and venue for all disputes arising under this Agreement shall be the state and federal courts in Los Angeles County, California, and each party hereby irrevocably consents to the jurisdiction of such courts.

5. OTHER TERMS. All recitals and the facts set forth therein shall be a part of this Agreement. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. Any notice under or made in connection with this Agreement shall be made in writing and sent by personal delivery, overnight mail, courier, certified mail (return receipt requested), email, or facsimile (followed by confirmation copy by mail). Notice shall be deemed received upon personal delivery, delivery when sent by overnight mail, courier, certified mail, or email, or upon receipt of confirmation copy when sent by facsimile. All notices between the parties shall be addressed to the above-written addresses, or such other addresses as the parties may otherwise designate in writing. The Agreement may be executed in counterparts (e.g. by facsimile or scanned PDF or other similar electronic format) each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Signatures exchanged by facsimile or scanned PDF or other electronic format shall be effective for all purposes hereunder to the same extent as original signatures. This Agreement represents the entire understanding between Assignor and Assignee with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements.

*(rest of page intentionally left blank; signature page to immediately follow)*

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date by their respective duly authorized representatives.

ASSIGNOR:

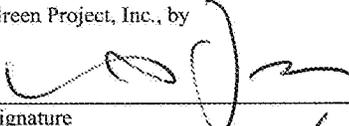
GP3D, Inc., by

  
\_\_\_\_\_  
Signature

Joseph Lu / President  
\_\_\_\_\_  
Name & Title

ASSIGNEE:

Green Project, Inc., by

  
\_\_\_\_\_  
Signature

Roy Fan / CEO  
\_\_\_\_\_  
Name & Title