

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431761

<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>
American SD Power, Inc.		04/11/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Powerland Inc.		
<b>Street Address:</b>	14181 Fern Ave.		
<b>City:</b>	Chino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91710		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86855422	POWERLAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9098618820		
<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>	9098616880		
<b>Email:</b>	info@libinlaw.com		
<b>Correspondent Name:</b>	Bin Li / Law Offices of Bin Li		
<b>Address Line 1:</b>	730 N DIAMOND BAR BLVD		
<b>Address Line 4:</b>	DIAMOND BAR, CALIFORNIA 91765		
<b>NAME OF SUBMITTER:</b>	Bin Li		
<b>SIGNATURE:</b>	/s/		
<b>DATE SIGNED:</b>	06/19/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of April 11, 2017 between the following two parties:

Assignor: American SD Power, Inc.  
Legal Address: 1950 South Grove Ave, Ste B  
Ontario, California United States 91761

Assignee: Powerland Inc.  
Legal Address: 14181 Fern Ave  
Chino CA 91710

WHEREAS, the Assignor, a California corporation, owns the trademark as defined in Appendix 1 (the "Trademark").

WHEREAS, the Assignee is a California corporation;

WHEREAS, the Assignor agrees to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

1. **Transfer of Trademark:** With consideration offered and accepted, the Assignor agrees to assign ownership and all its goodwill of the Trademark to the Assignee and the Assignee agrees to accept the change of the ownership of the Trademark.
2. **Registration Fees:** The registration for the change of the registered owner of the Trademark shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.
3. **Representations and Warranties:**
  - 3.1 The Assignor hereby represents and warrants as follows:
    - 3.1.1 The Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party is prejudiced due to the using of the Trademark. There is no litigation or any other disputes arising from or relating to the Trademark.
    - 3.1.2 The Assignor has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.1.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

3.1.4 The Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

4. Effective Date and Term: This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.
5. Applicable Law: The validity, interpretation and implementation of this Agreement shall be governed by the laws of the United States of America and the state of California.
6. Amendment and Supplement: Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
7. Severability: Any provision of this Agreement which is invalid or unenforceable in the said jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.
8. Attorneys' Fees. In the event of any breach of this Agreement, the breaching party agrees to pay all damages thereby incurred to the prevailing party, including but not limited to all costs and reasonable attorneys' fees incurred by the other party, on account of any such breach.
9. Appendix 1: The Appendix 1 referred to in this Agreement is an integral part of this Agreement and have the same legal effect as this Agreement.

10. This Agreement is executed in two copies with the same effect as original.

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# APPENDIX 1

**POWERLAND**

(Word Mark)

US Trademark Serial Number: 86855422

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

Assignor: American SD Power, Inc.

Date: April 11, 2017

By: Xin Wang, CEO  
*Xin Wang*

Assignee: Powerland Inc.

Date: April 11, 2017

By: ZHONGLAN WU  
*ZHONGLAN WU*