

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harmony Industries Inc		02/19/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Marigold Enterprises LTD		
Street Address:	39 Ma Tau Wai		
Internal Address:	Rm 713-714 Tower A Huntington Cmm Ctr		
City:	Kowloon		
State/Country:	HONG KONG		
Entity Type:	LIMITED PARTNERSHIP: HONG KONG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	71688732	HARMONY	
Registration Number:	0627412	HARMONY	
CORRESPONDENCE DATA			
Fax Number:	(852)277-3669		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	85227730223		
Email:	email@marigold.com.hk		
Correspondent Name:	Marigold Enterprises LTD		
Address Line 1:	39 Ma Tau Wai Road		
Address Line 2:	Rm 713-714 Tower A Huntington Cmm Ctr		
Address Line 4:	Kowloon, HONG KONG		
DOMESTIC REPRESENTATIVE			
Name:	Charles Subecz		
Address Line 1:	1510 Coldspring Rd		
Address Line 4:	Barrington, ILLINOIS 60011		

OP \$65.00 71688732

NAME OF SUBMITTER:	Charles Subecz
Signature:	/Charles Subecz/
Date:	02/25/2009
Total Attachments: 3 source=Harmony_Trademark[1]#page1.tif source=Harmony_Trademark[1]#page2.tif source=Harmony_Trademark[1]#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of February 12, 2009 between the following two parties.

The Assignor: Harmony Industries, Inc.
Legal Address: 532 Hicks Rd Palatine Illinois 60067 USA

The Assignee: Marigold Enterprises LTD
Legal Address: Room 713-714, Tower A, Hunghom Commercial Centre,
39 Ma Tau Wai Road Kowloon, Hong Kong

WHEREAS, the Assignor, Harmony Industries, Inc. an Illinois Corporation, owns the trademarks as defined as and further described in the books and records of US Trademarks – Serial Number 71688732, Registration Number 0627412 (Appendix 1).

WHEREAS, the Assignee is a wholly foreign-owned enterprise registered under the laws of Hong Kong, China;

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

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

1. Transfer of Trademarks

The Assignor agrees to change the registered owner of the Trademarks into the Assignee and the Assignee agrees to accept the change of the registered owner of the Trademarks.

2. Registration Fees

The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignor and the Assignor 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 is an Illinois corporation duly established by law and in good standing.

3.1.2 the Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.

3.1.3 the Assignor, subject to its business scope and corporate power, 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.

3.1.4 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.

3.1.5 the Assignor will not engage in any action that will be detrimental to the validity of the Trademarks after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is a wholly foreign-owned company duly registered and validly existing under the laws of the Hong Kong China.

3.2.2 The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.2.3 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. Consideration for the Transfer

Transferor is indebted to Transferee for trade debts incurred by Transferor owing to Transferee in the amount of \$324,000 (US). In consideration for the transfer of the Trademarks, Transferee waives all claims it may hold in any manner whatsoever to the foregoing amounts owed by Transferor to Transferee.

6. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the USA.

7. 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.

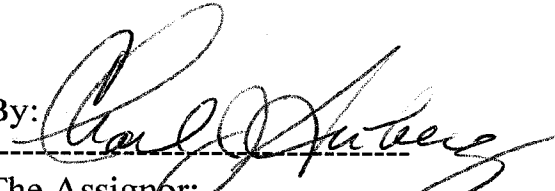
8. Severability

Any provision of this Agreement which is invalid or unenforceable in any 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.

9. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

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.

By: 

The Assignor:

Harmony Industries, Inc.
President: Charles Subecz

By: 

The Assignee:
Marigold Enterprises Ltd.
Representative: John Ma