

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
premiertek, inc		08/29/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	premiertek, inc		
<b>Street Address:</b>	1305 Lakes ParkWay # 107		
<b>City:</b>	Lawrenceville		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30043		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77288584	GP THUNDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(909)993-5599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	626-592-1557		
<b>Email:</b>	luke@premiertek.net		
<b>Correspondent Name:</b>	SHENG CHANG		
<b>Address Line 1:</b>	6335 MADEREA CT		
<b>Address Line 4:</b>	CORONA, CALIFORNIA 92880		
<b>NAME OF SUBMITTER:</b>	Sheng Chang		
<b>Signature:</b>	/Sheng-yi Chang/		
<b>Date:</b>	08/29/2011		

OP \$40.00 77288584

Total Attachments: 8  
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**TRADEMARK**  
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### SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (this "Agreement") is made and entered into as of January 1, 2011, by and between SHENG-YI CHANG ("CHANG") and PREMIER TEK, INC. (the "PREMIER TEK").

For and in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. CHANG has previously filed with the United States Patent and Trademark Office ("USPTO") his application for registration of the mark "GP THUNDER" on the Principal Register being Serial No. 77/288,584 which mark was published for opposition on August 12, 2008.

2. PREMIER TEK has previously filed with the USPTO its application for registration of the mark "GP THUNDER" on the Principal Register being Serial No. 77/345,114.

3. PREMIER TEK has filed its Notice of Opposition to the registration of the application filed by CHANG being Opposition No. 91186199.

4. The parties hereto have agreed to resolve their differences concerning the ownership and registration of the GP THUNDER mark, and have executed this Settlement Agreement to memorialize their agreement and understanding thereof.

5. CHANG shall assign his application for registration of the GP THUNDER mark to both himself and Wei Bing Marc. The form of assignment is set forth in Exhibit A, which the Parties will execute concurrently with this Agreement. Following execution, CHANG will record such assignment with the USPTO, and following notice

of recordation of such assignment, the Parties will jointly request that Opposition No. 91186199 be dismissed with prejudice. Following the dismissal of such opposition, PREMIER TEK will file an express abandonment of its application for the GP THUNDER mark, Serial No. 77/345,114.

7. The Chang and Wei Bing Marc shall execute the Joint Ownership Agreement attached hereto as Exhibit B.

8. The parties will cooperate, at their own cost and expense, in pursuing the registration of the jointly owned mark on the Principal Register.

9. This Agreement (and the Exhibits hereto) constitutes the complete and exclusive agreement between the parties hereto with respect to the subject matter hereof and the transactions contemplated herein and may not be altered, amended or modified in any respect whatsoever except in a writing duly executed by each of the parties to this Agreement.

10. The unenforceability, for any reason, of any term, condition, covenant or provision of this Agreement shall neither limit nor impair the operation, validity or enforceability of any other term, condition, provision or covenant of this Settlement Agreement.

11. This Agreement shall be binding upon and shall inure to the benefit of each of the undersigned parties hereto and each of their respective successors and assigns.

12. This Agreement shall be governed in its enforcement, construction and interpretation by the laws of the State of Georgia.

13. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned parties have each caused this Agreement to be executed as of the date first above written.

 (seal)  
Sheng-yi Chang

PREMIER TEK, INC.

By:  (seal)  
President

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## JOINT OWNERSHIP AGREEMENT

THIS Agreement (AGREEMENT) is between SHENG-YI CHANG (CHANG) and WEI BING MARC (BING) (collectively the "Parties" or individually a "Party").

### RECITALS

CHANG and BING are equal joint owners of the mark GP THUNDER and the application filed with the United States Patent and Trademark Office for registration of such mark on the Principal Register being Serial No. 77/288,584 (the "Mark").

The Parties desire to exploit jointly or individually the Mark in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the Parties agree as follows:

### 1. EFFECTIVE DATE

This AGREEMENT is effective January 1, 2011.

### 2. DEFINITIONS

2.1 Mark means the trademark GP THUNDER and the application for registration of the Mark with the USPTO on the Principal Register being Serial No. 77/288,584.

2.2 Trademark Expenses means all out-of-pocket expenses, as evidenced by actual invoices that were incurred in maintaining registration of the Mark with the USPTO, but excluding all expenses of either Party incurred in the initial registration of the Mark on the Principal Register.

### 3. WARRANTY: SUPERIOR-RIGHTS

The Parties, to the best of their knowledge, are under no obligation to anyone other than each other with respect to the Mark.

### 4. TRADEMARK PROTECTION

4.1 The Parties are equal owners of the Mark.

4.2 The Parties will jointly select and approve outside counsel prior to incurring any Trademark Expenses.

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4.3 The Parties will each use their best efforts to ensure that they fully cooperate in the maintenance of the Mark.

## 5. USE

Each Party shall be free to use and exploit the Mark for its own account on a royalty free basis to the other Party. Provided, however, neither Party shall have the right to license or assign its interest in the Mark to any third party without the express written consent of the other Party, which consent may not be unreasonably withheld or conditioned or delayed. Each Party will be solely responsible for any and all costs incurred in their use of the Mark, and the other Party shall have no liability or obligation therefore.

Each Party reserves the right to inspect or examine the other Party's products sold using the Mark to ensure that such products are generally comparable to similar products as it relates to quality standards.

## 6. NOTICE OF CLAIMS

Each Party shall provide notice to the other Party within a reasonable time of any notice, claim or demand made against such Party concerning or relating to the Mark or any product which uses the Mark.

## 7. TERM AND TERMINATION

7.1 The term of this AGREEMENT is from the EFFECTIVE DATE until the time (if ever) that one Party abandons its rights in the Mark, as set forth in Section 7.2 below.

7.2 There shall be no minimum sales requirement imposed on either Party. However, in the event that either Party shall not sell any product using the Mark for a period of thirty six consecutive months, then such Party shall be deemed to have abandoned its rights in the Mark, and the abandoning Party's rights shall automatically revert back to the non-abandoning Party such that there will be no break in continuity or ownership of the Mark. Thereafter, the abandoning Party agrees to promptly sign an assignment of the Mark, prepared by the non-abandoning party, in favor of the non-abandoning party, and thereafter, the abandoning Party shall have no further interest in the Mark. Thereafter, the provisions set forth in Sections 6, 7.2, 7.3, 8.1, 8.2, and 11 of this Agreement shall continue however.

7.3 Nothing herein will be construed to release either Party of any obligation matured prior to the effective date of termination or abandonment.

## 8. INSURANCE AND INDEMNITY

8.1 Each Party agrees to indemnify and hold harmless the other Party from and against any and all claims, demands, lawsuits, costs and expenses (including reasonable

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attorney fees) made or incurred by the other Party arising out of or relating to the use of the Mark by the indemnifying party including but not limited to the sale of products using the Mark.

8.2 During the period when a Party is using the Mark in the sale of products, such Party shall maintain and keep in effect commercial general liability and product liability insurance with limits of not less than \$1,000,000 for each occurrence. The policy shall name the other Party as an additional insured party and shall provide 30 days notice to the other party prior to termination of such policy. A certificate of insurance shall be provided to the other party upon request. In the event that a Party stops selling products using the Mark, that Party agrees to either (1) continue in full force and effect its commercial general liability and product liability insurance policy for an additional two years if such policy is issued on a claims-made basis; or (2) purchase tail coverage with an extended reporting period under such insurance policy so that any claims made against such Party within the applicable statute of limitations would be covered by such insurance policy.

## 9. UNENFORCEABILITY

In the event that this Agreement shall be deemed unenforceable through no fault of the Parties, then the Parties agree that neither of them shall (or assist or cooperate with any third party) take any action to challenge, invalidate, make an infringement claim, or otherwise contest the right of the other Party to use the Mark on a royalty free basis.

## 10. INFRINGEMENT

10.1 If any infringement or suspected infringement of any rights in the Mark shall come to the attention of either Party, then that Party shall promptly give notice thereof in writing to the other Party. If the Parties agree to split the costs of enforcing their rights in the Mark, then the Parties shall jointly select and pay for outside counsel to take appropriate action against any infringer or suspected infringer, including any court or other out of pocket costs. With both Parties participating in any enforcement efforts, both Parties shall share any net proceeds received as a result of their enforcement efforts.

10.2 If only one Party wishes to take action against an infringer or suspected infringer, then that Party may proceed with legal action it deems reasonably necessary to enforce rights in the Mark, and the non-participating Party agrees to offer reasonable cooperation to the participating Party for any action needed in such enforcement action. In this case, the participating Party will pay for and control the legal action to be taken against the suspected infringer, and the participating Party will receive the benefit of any monetary award or settlement received as a result of its enforcement efforts without any accounting to the non-participating Party. However, in no event will the participating Party make any agreements affecting the ownership or validity of the Mark without the prior

## 11. GENERAL



11.1 Neither Party will use the name of the other Party without the express written consent of the other party. Notwithstanding the foregoing, either Party may list the other Party as a co-owner of the Mark concerning any Customs issues, importation into the United States, or any other required governmental documents.

11.2 Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership, and neither Party shall have the power to bind the other Party to any contract or other obligation not contained in this AGREEMENT.

11.3 This AGREEMENT will not be assigned by either Party without the prior written consent of the other Party.

11.4 This AGREEMENT (and the Settlement Agreement of even date) constitutes the entire and only agreement between the Parties relating to the subject matter hereof and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both Parties.

11.5 Any notice required by this AGREEMENT must be given by facsimile transmission confirmed by personal delivery (including delivery by reputable messenger services such as Federal Express) or by prepaid, first class, certified mail, return receipt requested, addressed to:

Sheng-Yi Chang



Fax: 909-993-5599

or

Wei Bing Marc

Suite 107

1305 Lakes Pkwy.

Lawrenceville, GA 30043

Fax: 678.407.0262

or other addresses as may be given from time to time under the terms of this notice provision.

11.6 Both Parties agree to comply with all applicable national, state and local laws and regulations in connection with its activities pursuant to this AGREEMENT.

WB

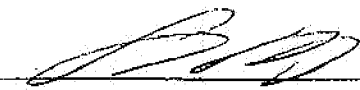
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11.7 Failure of a Party to enforce a right under this AGREEMENT will not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

11.8 Headings are included herein for convenience only and shall not be used to construe this AGREEMENT.

11.9 If any part of this AGREEMENT is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

IN WITNESS WHEREOF, the PARTIES hereto have caused their duly authorized representatives to execute this AGREEMENT.

 (seal)  
Sheng-yi Chang

By:  (seal)  
Wei Bing Marc

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