

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM299482

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLD Technology Corp.		03/25/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	MEGALOWMART HOLDINGS LLC
Street Address:	20651 Golden Springs Drive
Internal Address:	#291
City:	Diamond Bar
State/Country:	CALIFORNIA
Postal Code:	91789
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA Corporation

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4453923	VENTECH

CORRESPONDENCE DATA

Fax Number: 6266281789
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 626-689-4160
Email: fp@panglawyer.com
Correspondent Name: Law Offices of Fei Pang
Address Line 1: 630 W Duarte Rd
Address Line 2: Suite 300
Address Line 4: Arcadia, CALIFORNIA 91007

ATTORNEY DOCKET NUMBER:	LI_ASS_002
NAME OF SUBMITTER:	Fei Pang
SIGNATURE:	/Fei Pang/
DATE SIGNED:	03/27/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 25th day of March, 2014 (the "Effective Date") by and between GLD TECHNOLOGY CORP., a corporation duly organized and existing under the laws of the State of California and having its principal place of business at 20895 Currier Rd., Unit B, Walnut, CA 91789 ("Assignor") and MEGALOWMART HOLDINGS LLC, a corporation duly organized and existing under the laws of the State of California and having its principal place of business at 20651 Golden Springs Drive, #291, Diamond Bar, CA 91789 ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the U.S. trademark "Ventech" (Registration # 4453923) (hereinafter, the "Mark");

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Mark; and

WHEREAS, the Assignee desires to purchase or acquire all of the Assignor's right, title, and interest in and to the Mark; and

WHEREAS, each party is duly authorized and capable of entering into the Assignment.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

2. Assignor represents and warrants that:

- (i) Assignor owns the entire right, title and interest in and to the Mark;
- (ii) the registration for the Mark is currently valid and subsisting and in full force and effect;
- (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Mark to any other person or entity;
- (iv) there are no liens or security interests against the Mark;
- (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

3. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

4. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

5. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms of the License Agreement, including expressly Section 12 of the License Agreement.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to

the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

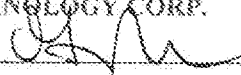
(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

GLD TECHNOLOGY CORP.

By: 

Name: George Li

Title: President

ASSIGNEE:

MEGALOWMART HOLDINGS LLC

By: 

Name: George Li

Title: President