

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sheng-Yi Chang		05/08/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wei Bing Marc		
Street Address:	1305 Lakes Parkway Suite #107		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30043		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4075609	GP THUNDER	
CORRESPONDENCE DATA			
Fax Number:	6266420808		
<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>			
Phone:	6263632190		
Email:	chen.patentlaw@gmail.com		
Correspondent Name:	CHEYANG CHEN		
Address Line 1:	17700 CASTLETON ST., SUITE 168		
Address Line 4:	City of Industry, CALIFORNIA 91748		
ATTORNEY DOCKET NUMBER:	GPT0004UTM		
NAME OF SUBMITTER:	Che-Yang Chen		
SIGNATURE:	/Che-Yang Chen/		
DATE SIGNED:	05/08/2015		
Total Attachments: 8			
source=Assignment_GP THUNDER_Executed#page1.tif			
source=Assignment_GP THUNDER_Executed#page2.tif			
source=Assignment_GP THUNDER_Executed#page3.tif			
source=Assignment_GP THUNDER_Executed#page4.tif			
source=Assignment_GP THUNDER_Executed#page5.tif			

OP \$40.00 4075609

source=Assignment_GP THUNDER_Executed#page6.tif

source=Assignment_GP THUNDER_Executed#page7.tif

source=Assignment_GP THUNDER_Executed#page8.tif

ASSIGNMENT

WHEREAS, Sheng-Yi Chang (hereinafter referred to collectively as "ASSIGNOR") is the current owner of the mark "GP THUNDER" filed on September 25, 2007 to the United States Patent and Trademark Office, which has been registered with the registration number 4075609

WHEREAS, the above-referenced Trademark application and said registration disclosed are together referred to as Registered Trademark;

WHEREAS, Sheng-Yi Chang, a U.S. citizen, having its address at 12285 Colony Ave, Chino, CALIFORNIA 91748, may have certain right, title or interest in this Registered Trademark

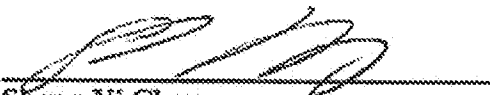
AND WHEREAS, WEI BING MARC (hereinafter "ASSIGNEE"), a U.S. citizen, having its address at 1305 Lakes Parkway Suite #107 Lawrenceville, Ga 30043, entered into a Joint Ownership Agreement on January 1, 2011, wherein the parties agreed to joint and equal ownership of the Registered Trademark (a copy of the Joint Ownership Agreement is attached hereto as Exhibit A), and ASSIGNEE should acquire fifty percent (50%) of right, title and interest in and to this Registered Trademark, pursuant to the Joint Ownership Agreement, as well as the right of action and all other rights, including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and to collect reasonable royalties based on the rights thereof;

NOW THEREFORE, in the receipt of valuable consideration which is hereby acknowledged, ASSIGNORS do hereby sell, assign and set over to ASSIGNEE; fifty percent (50%) of right, title and interest in and to the Registered Trademark, that ASSIGNORS has or may have, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country; and

ASSIGNORS hereby authorize and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue trademarks as aforesaid, to issue all trademarks to ASSIGNEE in accordance with the terms of this Assignment;

ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the interest, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

IN TESTIMONY WHEREOF, I hereunto set my hand on the date given below.


Sheng-Yi Chang

Date: 5/8/2015

EXHIBIT A

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.

WB
CSY

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

WB

CSY

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.

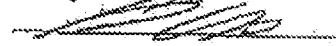
11.2 Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership, and neither Party shall have the power to bind the other Party to any contract or other obligation not contained in this AGREEMENT.

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


CSY

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.



Sheog-yi Chang (seal)

By: 

Wei Bing Marc (seal)

10B

CSY