

10-02-2002

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Form PTO-1594 RI  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌ ▼



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102245780 ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

OIPE JC 139  
SEP 27 2002  
PATENT & TRADEMARK

1. Name of conveying party(ies):

Guang Yan Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: 07/01/2002

2. Name and address of receiving party(ies)

Name: Greenvally, LLC

Internal Address: 9-27-12

Street Address: 165A Marine Street

City: Farmingdale State: NY Zip: 11735

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

2,451,070

B. Trademark Registration No.(s)

2,547,402

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Yvonne H Zhang

Internal Address: \_\_\_\_\_

Street Address: 165A Marine Street

City: Farmingdale State: NY Zip: 11735

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Yvonne H. Zhang  
Name of Person Signing

[Signature]  
Signature

9/24/2002  
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

10/01/2002 ANNEX 00000118 2451070  
01 FC:481 40.00 OP  
02 FC:482 25.00 OP

TRADEMARK  
REEL: 002591 FRAME: 0578



AGREEMENT OF MERGER  
OF  
GUANG YAN CORPORATION  
INTO  
GREENVALLEY, LLC

AGREEMENT OF MERGER (the "Agreement"), dated as of June 30, 2002, between Guang Yan Corporation, a New York corporation (the "Corporation"), and, Greenvalley, LLC, a New York limited liability company (the "Company").

WHEREAS, the Board of Directors of the Corporation (the "Board of Directors") and the Executive Committee of the Company (the "Company Committee") deem it advisable and in the best interest of the Corporation and the Company, respectively, to merge the Corporation into the Company, which shall be the surviving entity, in accordance with the Limited Liability Company Law of the State of New York (the "LLCL"); and

WHEREAS, all of the shareholders of the Corporation (the "Shareholders"), through the Board of Directors, desire to approve and adopt this Agreement and the Operating Agreement of the Company (the "Operating Agreement"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the members of the Company desire to approve and adopt this Agreement;

WHEREAS, upon the merger of the Company and the Corporation, (i) the Company shall be the surviving entity, (ii) the interests of the Shareholders in the Corporation shall be converted into membership interests in the Company, (iii) the Shareholders shall become the members of the Company, and (iv) the Operating Agreement shall be adopted as the operating agreement of the Company;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements contained herein, and in accordance with the applicable provisions of the LLCL, the parties hereby agree that the Corporation shall be merged into the Company, which shall be the surviving entity, and that the plan, terms and conditions of such merger shall be as follows:

1. On July 1, 2002, effective at 9:00 a.m. (the "Effective Time"), the Corporation shall be merged into and become part of the Company. Upon consummation of the merger, the Company shall be the surviving entity. As a result of the merger, the Shareholders shall become, as of the Effective Time, members of the Company through the conversion of the

interests of the Shareholders in the Corporation into membership interests in the Company, and the Operating Agreement shall be adopted as the new operating agreement of the Company.

2. The Company shall cause to be filed, on or before the Effective Time, a Certificate of Merger (which shall set forth the Effective Time as the effective time of the merger) with the Department of State of the State of New York. Promptly after the Effective Time, the Company shall cause a copy of such Merger Certificate to be filed with the applicable county clerks and recorders, in accordance with Section 1003(c) of the LLCL.

3. Upon the effectiveness of the merger, the capital contributions and capital accounts of the Shareholders with respect to the Company shall be the same as they were with respect to the Corporation immediately preceding the effectiveness of the merger.

4. In accordance with Section 1004 of the LLCL, upon the effectiveness of the merger, for all purposes of the laws of the State of New York, all of the rights, privileges, immunities, powers and purposes of the Corporation and all property, real, personal, and mixed, tangible and intangible, and all debts, obligations, liabilities, penalties and duties of the Corporation, as well as all other things belonging to the Corporation, shall be vested in the Company and shall thereafter be the property of the Company as they were of the Corporation, and the title to any real property vested by deed or otherwise, under the laws of the State of New York, in the Corporation shall not revert or be in any way impaired by reason of the merger of the Corporation into the Company; but all rights of creditors and all liens upon any property of the Corporation shall be preserved unimpaired, and all debts, obligations, liabilities, penalties and duties of the Corporation shall thenceforth attach to the Company and may be enforced against the Company to the same extent as if such debts, obligations, liabilities, penalties and duties had been incurred or contracted by the Company; and no action, suit or proceeding, civil or criminal, then pending by or against the Company or the Corporation in its common name shall abate or be discontinued by reason of the merger, but may be prosecuted by or may proceed against the Company.

5. The parties agree that the merger of the Corporation into the Company shall not require the Corporation or the Company to wind up its affairs or pay its liabilities and distribute its assets.

6. From time to time as and when requested by the Company or by its successors or assigns, the parties hereto shall execute and deliver such deeds and other instruments of transfer and shall take or cause to be taken such further or other actions as shall be reasonably necessary in order to vest or perfect in the Company, or to confirm of record or otherwise to the Company, title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Corporation and otherwise to carry out the purposes of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles of the State of New York. The parties hereto hereby submit to the jurisdiction of the courts within the State of New York.

8. This Agreement may be signed in several counterparts each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Corporation and the Company have caused this Agreement to be duly executed as of the day and year first above written.

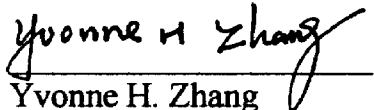
GUANG YAN CORPORATION

By: Yvonne H Zhang  
Yvonne H. Zhang  
Authorized Person

GREENVALLEY, LLC

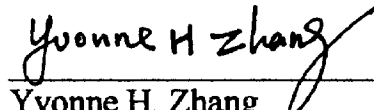
By: Yvonne H Zhang  
Yvonne H. Zhang  
Authorized Person

The Board of Directors of Guang Yan Corporation hereby approves and authorizes the annexed Agreement of Merger, and the transactions contemplated thereby, by written consent of its Board of Directors:

  
Yvonne H. Zhang  
Director

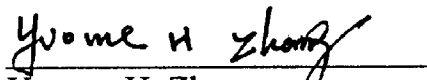
  
Michael Peng  
Director

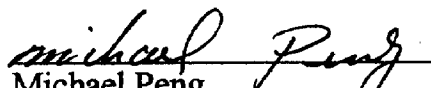
The Executive Committee of Greenvalley, LLC hereby approves and authorizes the annexed Agreement of Merger, and the transactions contemplated thereby, by written consent of its Executive Directors:

  
Yvonne H. Zhang  
Executive Director

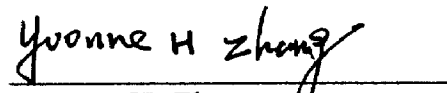
  
Michael Peng  
Executive Director

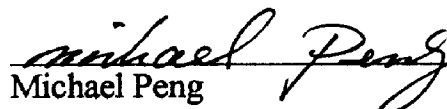
The shareholders of Guang Yan Corporation hereby approve and adopt (a) the Agreement of Merger and (b) in their capacity as shareholders of Guang Yan Corporation upon the effectiveness of the merger, the Operating Agreement, by signing below:

  
Yvonne H. Zhang

  
Michael Peng

The members of Greenvalley, LLC hereby approve and adopt the Agreement of Merger, by signing below:

  
Yvonne H. Zhang

  
Michael Peng

FILING RECEIPT

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ENTITY NAME: GREENVALLEY, LLC

DOCUMENT TYPE: MERGER (DOM LLC)  
PROCESS

COUNTY: QUEE

SERVICE COMPANY: CORPORATION SERVICE COMPANY

SERVICE CODE: 45

CONSTITUENT NAME: GUANG YAN CORPORATION

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FILED:07/01/2002 DURATION:\*\*\*\*\* CASH#:020701001109 FILM #:020701001082

ADDRESS FOR PROCESS

EFFECT DATE

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GREENVALLEY, LLC C/O PHILLIPS NIZER LLP  
ATTN ALBERT H WANG ESQ  
NEW YORK, NY 10103-0084

666 FIFTH AVENUE

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07/01/2002

REGISTERED AGENT



FILER	FEES		PAYMENTS	
-----	-----	220.00		220.00
PHILLIPS NIZER LLP	FILING	60.00	CASH	0.00
666 FIFTH AVENUE	TAX	0.00	CHECK	0.00
	CERT	0.00	CHARGE	0.00
NEW YORK, NY 10103-0084	COPIES	10.00	DRAWDOWN	220.00
	HANDLING	150.00	BILLED	0.00
			REFUND	0.00
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DOS-1025 (11/89)

TRADEMARK

RECORDED: 09/24/2002

REEL: 002591 FRAME: 0584