

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STNA, Inc.		02/01/2011	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Winplus North America, Inc.		
Street Address:	820 Wanamaker Avenue		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3359046	DURABLADE	
Registration Number:	3359047	PROVISION	
CORRESPONDENCE DATA			
Fax Number:	9494501764		
<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:	9494501750		
Email:	rbuyan@patlawyers.com		
Correspondent Name:	Robert D. Buyan, Esq.		
Address Line 1:	4 Venture, Suite 300		
Address Line 4:	Irvine, CALIFORNIA 92618		
ATTORNEY DOCKET NUMBER:	WNPLS-000		
NAME OF SUBMITTER:	Robert D. Buyan		
SIGNATURE:	/Robert D. Buyan/		
DATE SIGNED:	01/13/2015		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

between

**STNA, INC.,
a Kansas corporation**

and

**WINPLUS NORTH AMERICA, INC.
a California corporation.**

February, 2011

ASSIGNMENT OF TRADEMARKS

STNA, Inc./Winplus North America, Inc.

This Assignment of Trademarks ("Trademarks Assignment") is entered into this ____ day of February, 2011, by and between STNA, Inc., a Kansas corporation ("Assignor") and **Winplus North America, Inc.**, a corporation formed under the laws of the state of California ("Assignee"), and is with reference to the following:

- A. Winplus North America, Inc., is a corporation formed under the laws of the State of California, with its principal offices at 820 Wanamaker Ave., Ontario, CA 91761.
- B. STNA, Inc. is a corporation, formed under the laws of the State of Kansas, with its principal offices at 11936 West 119th Street Suite 236, Overland Park, Kansas 66213.
- C. Among other things, STNA is the owner of certain trademarks, registered with the United States Patent and Trademark Office (USPTO), consisting of the mark "PROVISION", serial number 77-152,401, and registration number 3,359,047 registered December 25, 2007, and the mark "DURABLADE", serial number 152,398, and registration number 3,359,046, registered April 9, 2007. The "PROVISION" and "DURABLADE" trademarks are herein referred to as the "Marks".
- D. The Marks were originally registered to UL Enterprises, LLC, a Kansas limited liability company, and have subsequently been assigned to STNA.
- E. Assignor wishes to assign the Marks to Assignee.

In consideration for the mutual promises, covenants, and agreements made below, the parties, intending to be legally bound, agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "Trademarks Assignment" means this Trademarks Assignment, including any amendments modifications and restatements thereof.

1.2 "Distribution Agreement" means that certain Distribution Agreement by and between Scantop Enterprise Taiwan, Ltd. as Company, and Winplus Co. Ltd., as Distributor, dated as of the same date as this Agreement. A true and correct copy of the Distribution Agreement is attached hereto as Exhibit "A" and incorporated herein.

1.3 "STNA" means STNA, Inc., a Kansas corporation.

1.4 "UL" means UL Enterprises, LLC a Kansas limited liability company, also known as UL Enterprises, Inc., a Kansas corporation.

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1.5 “Marks” means the trademarks “PROVISION” serial number 77-152,401, and registration number 3,359,047 registered December 25, 2007, and “DURABLADE”, “DURABLADE”, serial number 152,398, and registration number 3,359,046, registered April 9, 2007, in the offices of the United States Patent and Trademark Office.

ARTICLE 2: ASSIGNMENT

2.1 Assignor assigns all of its right, title to, and interest in the Marks, and the registrations thereof at the United States Patent and Trademark Office, to Assignee.

2.1.1 In addition to the foregoing Assignor will cooperate with Assignee in effecting the assignment of the Marks through the records of the United States Patent and Trademark office. Should Assignor desire to register the Marks in Canada or Mexico, Assignor shall execute any additional document reasonably required by Assignee.

2.1.2 Assignor shall be at no expense in the further assignment of the Marks to Assignee, or the registration or assignment of the Marks in Canada, or Mexico.

ARTICLE 3: CONSIDERATION

3.1 Payment to Assignor. Assignee will pay the sum of One US Dollar (\$1.00 USD) to Assignee as and for this Trademarks Assignment.

3.2 Other Consideration. Concurrently with the execution and delivery of this Trademarks Assignment by Assignor, affiliated parties are entering into the Distribution Agreement of even date, which, among other things requires the payment of certain trade payables of STNA, resulting in a substantial reduction in the debts of STNA to its creditors.

3.3 Appointment of Assignee to Effect Trademarks Assignment on USPTO Records. Assignor appoints a duly authorized representative of Assignee to effect the Trademarks Assignment on the records of the USPTO, upon execution and delivery of this Trademarks Assignment.

ARTICLE 4: WARRANTIES OF ASSIGNOR

4.1 Title to, and Ability to Assign the Marks. Assignor warrants and represents that it has clear and unencumbered title to all of the Assets, and has the ability to assign them free and clear of the claims of creditors of Assignor, and does not constitute a default in any contract, agreement or other instrument to which Assignor is a party.

4.2 Authorization to Assign. Assignor is a corporation, duly formed and in good standing under the laws of Kansas, and this Trademarks Assignment has been duly authorized by all requisite corporate officers, and the bylaws and resolutions thereof, and is a valid and binding obligation thereof.

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4.3 No Violation of Governmental Restriction. Assignor warrants and represents to the best of its knowledge that this Trademarks Assignment will not require the approval, consent, permit, or the granting of a court order or leave of any governmental body, and will not violate any statute, rule, regulation, order, or judgment thereof.

ARTICLE 5: GENERAL PROVISIONS

5.1 Governing Law & Jurisdiction. This Trademarks Assignment shall be governed by and construed under the laws of the State of Kansas.

5.2 All Amendments in Writing. No waiver, amendment or modification of any provisions of this Trademarks Assignment shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Trademarks Assignment.

5.3 Notices. Any notice required or permitted by this Trademarks Assignment shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address specified in this Trademarks Assignment for notices, or at such other address as a party may specify by written notice given subsequent to the execution of this Trademarks Assignment. Notice may also be given by written notice delivered via nationally recognized overnight carrier or delivery service with proof of delivery of same. As of the date of the execution of this Trademarks Assignment, Notices to the parties shall be given at the following addresses:

IF TO ASSIGNOR:

STNA, Inc.
11936 W. 119th St.
Overland Park, KS 66213
Attn: Stephen P. Larson, President

With a copy to:
Scantop Enterprise Taiwan, Ltd.
4E-17 Sec 5, Hin Yi Rd.,
Taipei, 110, Taiwan, R.O.C.

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TRADEMARK
REEL: 005439 FRAME: 0263

and also to:

Timothy Stein
Attorney at Law
8001 Conser, Suite 200
Overland Park, KS 66204

IF TO ASSIGNEE:

Winplus North America, Inc.
820 Wanamaker Ave
Ontario, CA 91761
Attention: Dan Sheehan

With a copy to:

Winplus Company Ltd.
11 On Lai Street, Suite 1, 7th Floor,
Hong Kong, China
Attention: Allen Chai

and also to:

Louis A. Stearns, Jr.
Law Offices Louis A. Stearns
28212 Kelly Johnson Parkway, Suite 130
Valencia, CA 91355
(661) 702-1800

5.4 Costs of Legal Action. In the event any action is brought to enforce this Trademarks Assignment, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorney's fees and court costs, including the costs of expert witnesses and consultants.

5.5 Inadequate Legal Remedy. Both parties understand and acknowledge that violation of the respective covenants and agreements herein may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the each parties' remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity

5.6 Construction. The terms and conditions of this Trademarks Assignment will be construed fully and fairly as to all parties, and not against a particular party that may have participated in the drafting hereof.

5.7 Delay Not a Waiver. No failure or delay by either party in exercising any right, power or remedy under this Trademarks Assignment, except as specifically provided in this Trademarks Assignment, shall operate as a waiver of any such right, power or remedy.

5.8 Non-Assignability & Binding Effect. Except as otherwise provided for within this Trademarks Assignment, neither party may assign any of its rights or delegate any of its obligations under this Trademarks Assignment to any third party without the express written permission of the other. Any such assignment is deemed null and void.

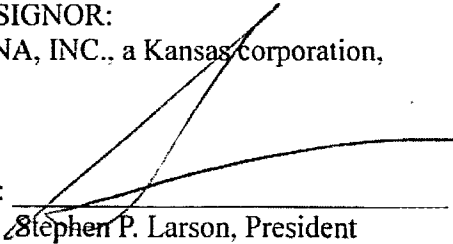
5.9 Severability. If any provision or provisions of this Trademarks Assignment are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Trademarks Assignment shall remain in full force and effect.

5.10 Cumulative Rights. Any specific right or remedy provided in this Trademarks Assignment will not be exclusive but will be cumulative upon all other rights and remedies described in this Trademarks Assignment and allowed under applicable law.

5.11 Headings. The titles and headings of the various sections and section in this Trademarks Assignment are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Trademarks Assignment.

5.12 Counterparts. This Trademarks Assignment may be executed in multiple counterparts, any one of which will be considered an original, but all of which will constitute one and the same instrument. Facsimile or electronic signatures shall be deemed to be original signatures.

EXECUTED, AS OF THE DATE FIRST ABOVE WRITTEN:

ASSIGNOR: STNA, INC., a Kansas corporation,	ASSIGNEE: WINPLUS NORTH AMERICA, INC., a California corporation,
BY:  Stephen P. Larson, President	BY: _____ Dan Sheehan ITS: _____

Assignment of Trademarks STNA, Inc. to Winplus North America, Inc.