

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
24/7 International LLC		12/21/2004	Limited Liability Company: NEW YORK

**RECEIVING PARTY DATA**

Name:	Impak Luggage, LLC
Street Address:	12 Route 17 North, Suite 318
City:	Paramus
State/Country:	NEW JERSEY
Postal Code:	07652
Entity Type:	Limited Liability Company: NEW JERSEY

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1290767	CIAO
Registration Number:	1460884	CIAO
Registration Number:	2440979	DOMANI
Registration Number:	2379799	TRI-GLIDE
Registration Number:	2116086	FIRST CABIN
Serial Number:	78385290	24 SEVEN
Serial Number:	78378092	ON TOUR

**CORRESPONDENCE DATA**

Fax Number: (212)608-9050  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212.608.6500  
 Email: jma@dcclaw.com  
 Correspondent Name: Jing Ma  
 Address Line 1: 225 Broadway, Suite 1910

OP \$190.00 1290767

Address Line 4: New York, NEW YORK 10007

NAME OF SUBMITTER: Xiaomin Chen, Esq.

Signature: /Xiaomin Chen/

Date: 12/28/2004

Total Attachments: 5  
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ASSIGNMENT OF U.S. TRADEMARK RIGHTS

WHEREAS, 24/7 INTERNATIONAL, LLC, a New York limited liability company located at 24 West 40th Street, 10th Floor, New York, New York 10018 ("Assignor"), is the owner of all right, title and interest in and to the trademarks (the "Marks") set forth on Schedule A attached hereto, any applications and registrations for them, and all good will of the business symbolized by and associated with them; and

WHEREAS, IMPAK LUGGAGE, LLC, a Delaware limited liability company located at 12 Route 17 North, Suite 318, Paramus, New Jersey 07652 ("Assignee"), wishes to acquire all right, title and interest in and to the Marks and any and all applications and registrations associated with them, together with the good will of the business symbolized by and associated with the Marks, and the right to sue for and recover damages for past infringement of the Marks and to stand in place of Assignor in all matters related thereto; and

WHEREAS, Assignor and Assignee are parties to an agreement dated as of December 21, 2004 (the "Agreement"), pursuant to which Assignee is purchasing from Assignor certain assets of Assignor, including the Marks;

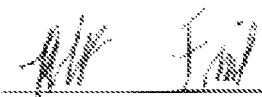
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment: Assignor hereby transfers and assigns to Assignee, its successors and assigns, all right, title and interest in and to the Marks, including, without being limited to, the United States applications and registrations set forth on Schedule A, together with the good will of Assignor's business symbolized by and associated with the Marks and their respective registrations, and the right to sue for and recover damages for past infringement of the Marks and to stand in place of Assignor in all matters related thereto.

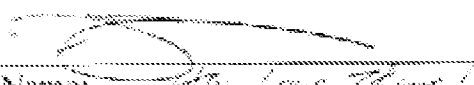
2. Attorney in Fact: Assignor hereby irrevocably appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor to execute such further documents and instruments, and to do such other acts and things, as may be necessary or appropriate to effectuate the transfer of the Marks contemplated by this Assignment of U.S. Trademark Rights. Assignee agrees to give Assignor prior written notice (at its address for notice pursuant to the Agreement) of any action taken pursuant to the foregoing power of attorney.

IN WITNESS WHEREOF, the parties have executed this Assignment of U.S. Trademark Rights this 21st day of December, 2004.

24/7 INTERNATIONAL, LLC

By:   
Name: Robert Frow  
Title: CEO

IMPAK LUGGAGE, LLC

By:   
Name: Min Long Thong (Damon)  
Title: President

STATE OF NEW YORK )

) S.S.C

COUNTY OF NEW YORK )

On this 21st day of December, 2004, personally appeared before me

*Robert Paul*, to me known and known to me to be the CEO of 24/7 INTERNATIONAL, LLC, a New York limited liability company, the Assignor above named, and acknowledged that he executed the foregoing instrument on behalf of said Assignor and pursuant to authority duly received.

*Kathleen Meluh*  
Notary Public

*Kathleen Meluh*  
(Printed Name)

My Commission Expires:

*9/14/05*

(SEAL)

Notary Public, State of New York  
No. 14882200  
Qualified in Orange County  
Certificate Expires 9/14/05

STATE OF NEW YORK )

Notary Public

COUNTY OF NEW YORK )

On this 21st day of December, 2004, personally appeared before me

*Dennis Zhang*, to me known and known to me to be the *President*  
of IMPAK LUGGAGE, LLC, a Delaware limited liability company, the Assignee above named,  
and acknowledged that he executed the foregoing instrument on behalf of said Assignee and  
pursuant to authority duly received.

*Kathleen Meloni*  
Notary Public

*Kathleen Meloni*  
(Printed Name)

My Commission Expires:

*9/14/05*

(SEAL)

**SCHEDULE A**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Classes</u>
CIAO	1,290,767	Aug. 21, 1984	18
CIAO	1,460,884	Oct. 13, 1987	18
DOMANI	2,440,979	April 3, 2001	18
TRI-GLIDE	2,379,799	Aug. 22, 2000	18
FIRST CABIN	2,116,086	Nov. 25, 1997	18

<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Class(es)</u>
24 SEVEN	78/385,290	March 16, 2004	18
ON TOUR	78/378,092	March 3, 2004	18

Common Law Trademarks

DESTINATIONS

BUSINESS CLASS