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07-09-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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

1. Name of conveying party(ies): PHOENIX ENTERPRISES, LLC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: HUA JIAN INDUSTRIAL HOLDING CO., LT

Internal

Address:

Street Address: 940 E. Main Street

City: Alhambra State: CA Zip: 91801

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State British Virgin Island Other

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)

B. Trademark Registration No.(s) 2,754,767

Additional number(s) attached Yes No

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

Name: Bin Li

Internal Address:

Street Address: 940 E.. Main Street

City: Alhambra State: Zip: 91801

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

BIN LI

Name of Person Signing

Signature

6/29/04

Date

Total number of pages including cover sheet, attachments, and document: 16

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

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TRADEMARK REEL: 003004 FRAME: 0665

DESIGNATION OF DOMESTIC REPRESENTATIVE

The following is hereby appointed as the owner's representative upon whom notice or process in the proceedings affecting the mark may be served:

Bin Li, Esq.
Law Offices of Bin Li
940 E. Main Street
Alhambra, CA 91801

Dated: June 29, 2004.



Chow Ching Kit, Representative
of Hua Jian Industrial Holding
Co., Ltd.

TRADEMARK ASSIGNMENT

WHEREAS, PHOENIX ENTERPRISES, LLC., a California limited liability company, of 1207 Mahalo Place, Compton, CA 90220, and formerly at 12413 Florence Avenue, Santa Fe Springs, CA 90670, U.S.A. ("Assignor"), is the owner of the trademark "COLCO" which comprise of the stylized word COLCO with the United States Trademark Registration Number of 2,754,767 ("the Trademark").

WHEREAS, HUA JIAN INDUSTRIAL HOLDING CO., LTD., a British Virgin Island corporation, of 7/F Block A-D Hop Hing Industrial Building, 702-704 Castle Peak Rd. Kowloon, Hong Kong ("Assignee"), is desirous of acquiring the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns all of its right, title, and interest in and to the Trademark in the United States and throughout the world, and the goodwill of the business symbolized by the Trademark, together with all rights of action accrued or to accrue under and by virtue thereof.

IN WITNESS WHEREOF, Assignor executes this instrument of assignment by its duly authorized officer on this 29th day of June, 2004.

ASSIGNOR:

PHOENIX ENTERPRISES, LLC
a California limited liability company

By: 

Name: Dick Chi Jen Chang

Title: President and CEO

ASSIGNEE:

HUA JIAN INDUSTRIAL HOLDING CO., LTD.
a British Virgin Island corporation

By: 

Name: Chow Ching Kit

Title: Representative of Buyer

ASSET PURCHASE AGREEMENT

AGREEMENT (this "AGREEMENT"), dated as of the 29th day of June, 2004, between Hua Jian Industrial Holding Co., Ltd. ("BUYER"), a company organized under the laws of the British Virgin Islands and Phoenix Enterprises, LLC with its principal place of business at 1207 Mahalo Place, Compton, CA 90220 ("SELLER").

RECITALS

A. Seller is the owner of a business marketing footwear to retail outlets in the United States (the "BUSINESS").

B. Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller, the assets, properties, rights and claims of Seller listed infra under Section 1 (a), subject to the Assumed Liabilities (as defined below), upon the terms and conditions of this Agreement (the "PURCHASE").

NOW, THEREFORE, the parties hereby agree as follows:

1. SALE OF THE ASSETS.

(a) Seller hereby sells, transfers and assigns to Buyer (the "TRANSFER"), and Buyer hereby purchases, acquires and accepts from Seller, in each case free and clear of all Liens (as defined below), all of Seller's right, title and interest in and to the following assets, properties, rights and claims of every kind and description, tangible or intangible, vested or unvested, contingent or otherwise of Seller, which are used in connection with or otherwise relate to the Business (the "ASSETS"), including, without limitation:

- (i) the names "COLCO" and any and all other intellectual property of Seller relating to the Business, including, without limitation, trademark listed on Schedule 2(a) and (b) hereto;
- (ii) any and all Intellectual Property Rights and goodwill related to the trademark "COLCO" including the marks listed on Schedule 2(a) and (b); and
- (iii) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind in favor of Seller or pertaining to, or arising out of, the Assets.

(b) Notwithstanding anything in this Agreement to the contrary, (i) Seller will retain and not transfer to Buyer the assets described in Schedule 1(a) (the "EXCLUDED ASSETS"); and

(ii) Buyer will not assume and will be deemed not to have assumed and be responsible for, and Seller will be solely and exclusively liable and responsible for, any Indebtedness (as defined below), obligations, contracts or liabilities of Seller relating to the Business, including but not limited to, the obligations described in Schedule 1(b) ("RETAINED LIABILITIES"), other than the Indebtedness, obligations, Contracts or liabilities listed on Schedule 1(c) (the "ASSUMED LIABILITIES").

(c) Notwithstanding anything in this Agreement to the contrary, Buyer will not assume and will be deemed not to have assumed and be responsible for, and Seller will be solely and exclusively liable and responsible for, any debt, obligations or liabilities of Seller with respect to (i) any federal, state, local or foreign taxes relating to tax periods (or any portion thereof) ending on or prior to the date hereof, or (ii) any tax liability of Seller arising out of or in connection with the consummation or performance of the transactions contemplated by this Agreement (the "RETAINED TAXES").

(d) For purposes of this Agreement,

- (i) "CONTRACT" means any contract, license, lease (including any lease for real property), commitment, purchase order or any other agreement, whether written or oral, relating to the Business;
- (ii) "GAAP" means U.S. generally accepted accounting principles, consistently applied.
- (iii) "INDEBTEDNESS" means with respect to any Person, at any date, without duplication, (A) all obligations of such Person for borrowed money, including, without limitation, all principal, interest, premiums, fees, expenses, overdrafts and penalties with respect thereto, (B) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (C) all obligations of such Person to pay the deferred purchase price of the property or services, except trade payables incurred in the ordinary course of business, (D) all obligations of such Person to reimburse any bank or other Person in respect of amounts paid under a letter of credit or similar instrument, (E) all capitalized lease obligations as defined in accordance with GAAP, (F) all other obligations of a Person which would be required to be shown as indebtedness on a balance sheet of such Person prepared in accordance with

GAAP, and (G) all indebtedness of any other Person of the type referred to in clauses (A) to (F) above directly or indirectly guaranteed by such Person or secured by any assets of such Person;

- (iv) "INTELLECTUAL PROPERTY RIGHT" means any trademark, service mark, trade name, invention, patent, trade secret, copyright, know-how, proprietary computer software, computer databases, Internet addresses or domain names (including any registrations or applications for registration or renewal of any of the foregoing) or any other similar type of proprietary intellectual property right, in each case which is used or held for use or otherwise necessary in connection with the conduct of the Business;
- (v) "PERMIT" means any governmental or regulatory license, authorization permit, franchise consent or approval which is obtained in connection with the conduct of the Business;
- (vi) "PERSON" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof;
- (vii) "TAXES" means (A) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding on amounts paid to or by Seller, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Taxing Authority in connection with the conduct of the Business, (B) any liability of Seller for the payment of any amounts of any of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or

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7/6/04



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Director, U.S. Patent and Trademark Office
Mail Stop Assignment Recordation Services
Attorney Docket No. 2285.0224

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name(s) of conveying party(ies):

- Eldon Holding AB
- Individual(s)
- Association
- Limited Partnership
- Corporation
- General Partnership
- 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: February 15, 2002

2. Name(s) and address(es) of receiving party(ies):

Name: Eldon AB

Address: Egnahemsgatan 39,
571 34 Nassjo
Sweden

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation of Sweden
- Other:

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

(Designation 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 Number(s):

76/551,438

B. Trademark Registration Number(s):

Additional numbers attached? Yes No

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

Name: Arthur S. Garrett

Address: FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: [No.]

7. Total fee (37 CFR 3.41): ~~\$80~~ \$40

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

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.

Arthur S. Garrett

Name of person signing

Signature

7/1/04

Date

Total number of pages including cover sheet, attachments and documents: 1

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arrangement whereby liability of Seller for payment of such amounts was determined or taken into account with reference to the liability of any other Person, and (C) any liability of Seller for the payment of any amounts as a result of being a party to any tax-sharing agreements in connection with the conduct of the Business or with respect to the payment of any amounts of any of the foregoing types as a result of any express or implied obligation to indemnify any other Person; and

(viii) "TAXING AUTHORITY" means any Governmental Authority (as defined below) responsible for the imposition of any Tax.

2. PRICE AND PAYMENT.

(a) In consideration for the Transfer by Seller to Buyer of the Assets in accordance with this Agreement, Buyer will deliver to Seller consideration in an aggregate amount of forty-five thousand (\$45,000.00) the "CONSIDERATION", which will consist of checks from the trust account of Law Offices of Bin Li. The first payment of \$19,972 is due at the execution of the agreement. The remaining amount is due on the third business day after execution of this agreement.

(b) Seller will deliver to Buyer at the execution of this Agreement the following: (i) fully executed assignments of any trademarks related to the Business in form for recording in the United States Patent and Trademark Office; (ii) the original certificate of the trademark COLCO; and (iii) all other documents, instruments and writings necessary to consummate the transaction contemplated hereby or expressly required to be delivered by Seller in accordance with this Agreement.

(c) As a condition to Seller entering into this Agreement, Buyer will deliver to Seller and the following: (i) the first payment of the Cash Component; and (ii) all other documents, instruments and writings (including, if necessary, the Other Instruments) necessary to consummate the transactions contemplated hereby or expressly required to be delivered by Buyer in accordance with this Agreement.

(d) For purposes of determining Buyer's Tax basis in the Assets and gain or loss recognized by Seller with respect to the sale of the Assets to Buyer, Buyer and Seller will allocate the Consideration among the Assets according to the fair market value thereof and in accordance with Section 1060 of the Code and as otherwise agreed upon by the parties promptly after the execution of this Agreement. The parties will file all Tax returns and related forms (including, without limitation, Form 8594) in accordance with the provisions of this Section 2(d) and will

not make any inconsistent written statement or take any inconsistent position on any Tax returns, in any refund claim, or during the course of any IRS or other tax audit. Each party will notify the other party if it receives notice that the IRS proposes any allocation that is different from the allocation agreed upon under this Section 2(d).

3. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer as follows:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California and has all requisite power to own, lease and operate all of the property owned, leased or operated by it in connection with the conduct of the Business and to carry on the operations of the Business as now being conducted.

(b) Seller is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the property owned, lease or operated by it in connection with the conduct of the Business or the nature of the business conducted by it relating to the Business makes such licensing or qualification necessary.

(c) Seller has all requisite power and authority to execute and deliver this Agreement and those other agreements and instruments required to be executed or delivered under this Agreement, and to perform its obligations hereunder, and this Agreement has been duly executed and delivered by Seller and constitutes, assuming due authorization, execution and delivery of this Agreement by Buyer, and any other agreements to be executed and delivered by Buyer pursuant hereto, when fully executed and delivered, will constitute, a valid and binding obligation of Seller enforceable against it in accordance with their terms.

(d) Neither the execution and delivery by Seller of this Agreement nor the performance by Seller of its obligations hereunder will (i) conflict with or result in any breach of any provision of the Certificate of Incorporation or Bylaws of Seller; (ii) result in (with or without the giving of notice or lapse of time or both) a material violation or breach of, or constitute a default or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any Indebtedness, license, lease or Contract or similar instrument or obligation to which Seller, or by which any of the Assets, may be bound; or (iii) violate any order, injunction, decree, statute, rule or regulation of any federal, state, local or foreign governmental entity or municipality or subdivision thereof or court, tribunal, commission, board, bureau, agency or legislative, executive, governmental or regulatory authority or agency (a "GOVERNMENTAL AUTHORITY") to which Seller or the Business is subject.

(e) Seller is the sole owner of the Assets and has and will deliver to Buyer, good, valid and marketable title to, all of the Assets, in each case, free and clear of all mortgages, pledges, security interests, liens (including tax liens), charges, options or other encumbrances of any nature whatsoever (collectively, "LIENS").

(f) Schedule 2(a) contains a complete and accurate list of all of the Intellectual Property Rights of each Seller.

(g) On and after the date of this Agreement, Seller, its successors and heirs will discontinue all use of the ASSET, namely, the trademark COLCO or any similar name, logo, mark or representations for any services or products or for any purpose throughout the world. Seller further promises that it will either destroy or return to Buyer all products incorporated with the ASSETS, namely, the trademark COLCO.

(h) Seller promises that there is not any, nor does Seller aware of any dispute, challenges, complaint, objections, legal actions or proceedings, infringement actions related to the ASSETS at issue.

(i) Dick Chi Jen Chang, President and CEO of Seller personally guarantees the due performance of this transaction.

4. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Seller as follows:

(a) Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the British Virgin Island, and has all requisite power to acquire, own and operate all of the property owned, leased or operated by it in connection with the conduct of the Business and to carry on the operations of the business as now being conducted.

(b) Buyer has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by Buyer and constitutes, assuming due authorization, execution and delivery of this Agreement by Seller and any other agreements to be executed by Seller pursuant hereto, when fully executed and delivered, will constitute a valid and binding obligation of Buyer, enforceable against Buyer in accordance with their terms, except to the extent that enforcement thereof may be subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and similar laws now or hereafter affecting the enforcement of creditors' rights generally and (iii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

(c) Neither the execution and delivery by Buyer of this nor the performance by Buyer of its obligations hereunder will (i) conflict with or result in any breach of any provision of the Certificate of Formation or article and bylaw of Buyer in British Virgin Island or (ii) violate any order, injunction, decree, statute, rule or regulation of any Governmental Authority to which Buyer is subject.

5. **INDEMNIFICATION.**

(a) The representations and warranties of the parties contained herein or in any signed writing delivered in connection with this Agreement will survive after the execution of this Agreement.

(b) Seller will indemnify Buyer and its employees, officers, directors, agents and representatives, in their capacities as such, and the successors, heirs and personal representatives of any of them (collectively, the "BUYER INDEMNIFIED PARTIES") against and hold them harmless from any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses) (collectively "LOSS") incurred or suffered by any Buyer Indemnified Party arising out of or relating to (i) any breach of any representation, warranty, covenant or other agreement of Seller contained herein, (ii) any Retained Liabilities, (iii) any Retained Taxes or (iv) any alleged, claimed or established negligence or breach of Seller (or any of its affiliates or predecessors or any of the respective officers, directors, agents, consultants or employees of Seller or any of its affiliates or predecessors) with respect to the performance by such parties of services, Contracts, agreements, policies or similar undertakings on or prior to the execution of this Agreement.

(c) Buyer will indemnify Seller and its employees, officers, directors, agents and representatives, in their respective capacities as such, and the successors, heirs and personal representatives of any of them (collectively, the "SELLER INDEMNIFIED PARTIES") against and hold them harmless from any and all Loss incurred or suffered by any Seller Indemnified Party arising out of or relating to (i) any breach of any representation, warranty, covenant or other agreement of Buyer contained herein or (ii) any Assumed Liabilities.

(d) A Person seeking indemnification pursuant to Sections 5(b) and 5(c) (an "INDEMNIFIED PARTY") with respect to a claim, action or proceeding by a Person who is not a Buyer Indemnified Party or a Seller Indemnified Party will give prompt written notice to the party from whom such indemnification is sought (the "INDEMNIFYING PARTY") of the assertion of any claim, or the commencement of any action or proceeding, in respect of which indemnity may be sought hereunder; provided that the failure to give such notice will not affect the Indemnified Party's rights to indemnification hereunder, unless such failure would prejudice in any material respect the Indemnifying Party's ability to defend such claim, action or proceeding. The Indemnifying Party will have the right to assume the defense of any such action or proceeding at its expense, provided that (i) in the reasonable judgment of the Indemnified Party, the Indemnifying Party has adequate resources to undertake such defense and satisfy any indemnifiable Loss arising from such action or proceeding and (ii) the selection of counsel is approved by the Indemnified Party (which approval will not be unreasonably withheld or delayed). If the Indemnified Party so determines that the Indemnifying Party does not have adequate resources, or the Indemnifying Party does not elect to assume the defense of any such action or proceeding, or fails to make such an election within 20 days after it receives such notice pursuant to the first sentence of this Section 5(d), the Indemnified Party may assume such defense at the expense of the Indemnifying Party. The Indemnified Party will have the right to

participate in (but not control) the defense of an action or proceeding defended by the Indemnifying Party hereunder and to retain its own counsel in connection with such action or proceeding, but the fees and expenses of such counsel will be at the Indemnified Party's expense unless (i) the Indemnifying Party and the Indemnified Party have mutually agreed in writing to the retention of such counsel or (ii) the named parties in any such action or proceeding (including impleaded parties) include the Indemnifying Party and the Indemnified Party, and representation of the Indemnifying Party and the Indemnified Party by the same counsel would create a conflict, provided that, unless otherwise agreed by the Indemnifying Party, if the Indemnifying Party is obligated to pay the fees and expenses of such counsel, the Indemnifying Party will be obligated to pay only the fees and expenses associated with one attorney or law firm, as applicable, for the Indemnified Party. An Indemnifying Party will not be liable under Sections 5(b) or 5(c) for any settlement effected without its written consent, which consent will not be unreasonably withheld or delayed, of any claim, action or proceeding in respect of which indemnity may be sought hereunder.

6. **FURTHER ASSURANCES BY SELLER.** Seller will execute such additional documents as Buyer may reasonably request to vest or confirm the vesting in Buyer of all of the Assets and title thereto.

7. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by Seller and Buyer.

8. **FEES AND EXPENSES.** All fees and expenses incurred in connection with this Agreement and the transactions contemplated by this will be paid by the party incurring such fees or expenses, whether or not the transactions contemplated hereby are consummated.

9. **ATTORNEY FEES.** In any litigation arising out of this agreement, the prevailing party (as that term is defined under California law) shall be entitled to attorney fees and costs of suit.

10. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules, principles or provisions of such state or of any other state. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in the State of California, and each party hereby consents to such jurisdiction. Each party agrees not to raise and waives any objection to or defense based on the venue of any such court or *forum non conveniens*.

12. **SECTION HEADINGS.** Section headings are for convenient reference only and will not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement, together with any other documents referred to herein or delivered pursuant hereto that form a part hereof, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all other prior

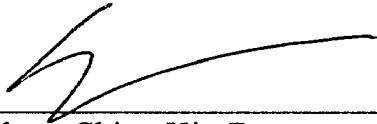
agreements and understandings, both written and oral, between the parties or either of them with respect to the subject matter hereof.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

15. EFFECTIVE TIME. Notwithstanding anything to the contrary contained in this Agreement, this Agreement will be deemed to be effective for all accounting, tax and other purposes as of 0:00 a.m. on the execution date of June ____, 2004 (such date and time, the "EFFECTIVE TIME").


IN WITNESS WHEREOF, the parties have executed this Agreement as of the 29th day of June, 2004.

Hua Jian Industrial Holding Co., Ltd.



Chow Ching Kit, Representative of Buyer

PHOENIX ENTERPRISES, LLC.



by Dick Chi Jen Chang
President and CEO

SCHEDULES

SCHEDULE 1 (a) EXCLUDED ASSETS

All assets except the Assets sold under this agreement, which include, but not limited, to the following:

1. Accounts receivable (including billed and unbilled) of Seller from the conduct of the Business.
2. the e-mail and web-site addresses and toll-free telephone numbers and other identifying addresses, vending number and numbers of Seller used in the conduct of the Business;

3. any and all merchandize transaction contracts or other arrangements to which Seller is party in connection with the conduct of the Business;
4. all books and records relating to the properties excluding the Assets and rights of Seller relating to the Business;
5. all market research studies, surveys, reports, analyses and similar information relating to the Business;
6. all sales data, brochures, catalogues, literature, forms, mailing lists, art work, photographs and advertising material, in whatever form or media relating to the Business;
7. any and all office furniture and supplies; and
8. the goodwill of the Business

SCHEDULE 1(b) RETAINED LIABILITIES

1. Accounts payable, accrued expenses and other liabilities arising prior to the Effective Time.

SCHEDULE 1(c) ASSUMED LIABILITIES

1. All liabilities arising at or after the Effective Time related with the acquired Assets.

SCHEDULE 2(a) INTELLECTUAL PROPERTY RIGHTS

(a) Federal Trademark Registration

MARK	REGISTRATION #	REGISTRATION DATE	CLASS
COLCO	2,754,767	August 26, 2003	025

SCHEDULE 2(b) INTELLECTUAL PROPERTY RIGHTS

(b)