

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
DSG HOLDINGS LTD		12/30/1991	CORPORATION: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	SELECTSHIELD LIMITED		
Street Address:	Boythorpe Works		
City:	Chesterfield		
State/Country:	UNITED KINGDOM		
Postal Code:	S40 1YG		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1329514	PETPET	
Registration Number:	1346066	FITTI	
CORRESPONDENCE DATA			
Fax Number:	(713)223-4873		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-224-8080		
Email:	mail@egbertlawoffices.com		
Correspondent Name:	John S. Egbert		
Address Line 1:	412 Main St., 7th Floor		
Address Line 4:	Houston, TEXAS 77002		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$65.00 1329514

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John S. Egbert

Signature:

/1980-30/

Date:

06/28/2005

Total Attachments: 9

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TRADEMARK ASSIGNMENT AND OPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND OPTION AGREEMENT, made and entered into this 30th day of December, 1991 (this "Agreement"), among DSG HOLDINGS LIMITED ("Seller"), a British Virgin Islands corporation, SELECTSHIELD LIMITED ("Purchaser"), an English corporation, and DSG MARKETING LTD. ("Optionee"), a Hong Kong corporation,

W I T N E S S E T H:

Whereas Seller is the owner of the entire right, title and interest in and to certain trademarks; and

Whereas Purchaser desires to acquire Seller's interest in such trademarks for a term of five (5) years; and

Whereas Optionee desires to obtain an option to acquire the Seller's interest in such trademarks after a term of five (5) years from the date hereof; and

Whereas Seller is willing to assign its interest in such trademarks to Purchaser subject to the Option set forth below; and

Whereas by separate agreement entered into on the date hereof (the "Technology Assignment and Option Agreement") Seller has sold to Purchaser, and Purchaser has purchased from Seller, all of Seller's interest in that certain License Agreement dated March 31, 1991 by and between Seller and Kimberly-Clark Corporation, subject to an option contemporaneously granted by Seller to Optionee to purchase Purchaser's interest in such license agreement after the expiration of a five year term:

N o w, T h e r e f o r e, in consideration of the premises and the promises contained herein, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Goodwill" shall mean the tangible and intangible property symbolized by and associated with the trademarks listed on Schedule A hereto, the applications for registration thereof, and the registrations thereof. Without limiting the generality of the foregoing, "Goodwill" shall include manufacturing and marketing know-how including, without limitation, patterns, details of and information as to plant, machinery, equipment and raw

materials used to produce the goods with which such trademarks are used; samples of the Product with which such trademarks are used; copies of advertising and promotional materials used in connection with marketing the goods with which such trademarks are used, including catalogs, displays, samples and pictures, and details of promotional campaigns.

1.2 "Option" shall mean the option granted to Optionee pursuant to Article 4.1 of this Agreement.

1.3 "Option Exercise Date" shall mean the effective date of the exercise of the Option pursuant to the provisions of Article 4.2 of this Agreement.

1.4 "Option Exercise Price" shall mean one United States dollar (US\$1).

1.5 "Option Purchase Price" shall mean US\$2,550,000.

1.6 "Purchase Price" shall mean US\$4,650,000.

1.7 "Trademarks" shall mean the trademarks described on Schedule A attached hereto, including any Goodwill associated therewith.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Organization, Standing, Power and Authority of Seller. In order to induce Purchaser and Optionee to enter into this Agreement, Seller represents and warrants to each of Purchaser and Optionee that as of the date of this Agreement (a) it is a duly organized and validly existing corporation in good standing under the laws of the British Virgin Islands, with all necessary corporate power and authority for the execution and delivery of this Agreement and the performance of its obligations hereunder, (b) it has taken all necessary corporate action to authorize, execute and deliver this Agreement, (c) this Agreement constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, and (d) the execution and delivery of this Agreement, the performance of the transactions contemplated hereby, and compliance with the provisions hereof, by Seller, will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its Memorandum and Articles of Association or any indenture, lease, agreement or other instrument to which Seller is a party or by which it or any of its

properties is bound, or any decree, judgment, order, statute, rule or regulation applicable to Seller.

2.2 Organization, Standing, Power and Authority of Purchaser. In order to induce Seller and Optionee to enter into this Agreement, Purchaser represents and warrants to each of Seller and Optionee that as of the date of this Agreement (a) it is a duly organized and validly existing corporation in good standing under the laws of the England, with all necessary corporate power and authority for the execution and delivery of this Agreement and the performance of its obligations hereunder, (b) it has taken all necessary corporate action to authorize, execute and deliver this Agreement, (c) this Agreement constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, and (d) the execution and delivery of this Agreement, the performance of the transactions contemplated hereby, and compliance with the provisions hereof, by Purchaser, will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its Memorandum and Articles of Association or any indenture, lease, agreement or other instrument to which Purchaser is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule or regulation applicable to Purchaser.

2.3 Organization, Standing, Power and Authority of Optionee. In order to induce Seller and Purchaser to enter into this Agreement, Optionee represents and warrants to each of Seller and Purchaser that as of the date of this Agreement (a) it is a duly organized and validly existing corporation in good standing under the laws of Hong Kong, with all necessary corporate power and authority for the execution and delivery of this Agreement and the performance of its obligations hereunder, (b) it has taken all necessary corporate action to authorize, execute and deliver this Agreement, (c) this Agreement constitutes a valid and binding obligation of Optionee, enforceable against Optionee in accordance with its terms, and (d) the execution and delivery of this Agreement, the performance of the transactions contemplated hereby, and compliance with the provisions hereof, by Optionee, will not violate any provision of law and will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its Memorandum and Articles of Association or any indenture, lease, agreement or other instrument to which Optionee is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule or regulation applicable to Optionee.

2.4 Trademarks. Seller represents and warrants to each of Purchaser and Optionee that it does not know of any pending claim asserting that Seller is infringing on the

rights of others with respect to the infringement, misuse or misappropriation of any patent or trademark, which claim, if sustained would have a material adverse effect upon the Purchaser's or Optionee's business, taken as a whole.

ARTICLE 3

ASSIGNMENT OF TRADEMARKS

3.1 Assignment to Purchaser. In consideration of the payment of the Purchase Price by Purchaser to Seller, receipt of which Seller hereby acknowledges, and in consideration of the Seller entering into the Technology Assignment and Option Agreement, Seller hereby assigns and transfers all its right, title and interest in the Trademarks to Purchaser, subject to the Option granted to Optionee pursuant to Article 4 of this Agreement.

3.2 Further Acts. Seller hereby covenants and agrees that, from time to time after delivery of this instrument, at Purchaser's request and without further consideration, Seller shall do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, any such further acts, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required to convey, assign and transfer Seller's interest in the Trademarks, including, without limitation, the execution and delivery of powers of attorney and assignment documents reciting a nominal consideration appropriate to record the assignment.

3.3 Cost of Transfer. All fees, transfer taxes, recordation fees, charges and other costs associated with the assignment to Purchaser required to confirm and convey the Purchaser's rights in the Trademarks shall be borne by Seller.

3.4 Further Assignment of Trademarks. Purchaser may freely assign all or part of its interest in the Trademarks upon the condition that any assignee of the Purchaser agrees to assume the Purchaser's obligations under this Agreement (including without limitation, the Purchaser's obligation to transfer its interest in the Trademarks upon exercise of the Option as provided in Article 4 hereof).

ARTICLE 4

OPTION

4.1 Option To Acquire Trademarks. In consideration of the payment of the Option Purchase Price by Optionee to Seller, receipt of which Seller hereby acknowledges, Seller hereby grants Optionee an option to purchase all of Purchaser's then-right, title and interest in the Trademarks upon payment by Optionee to Purchaser of the Option Exercise Price.

4.2 Procedure for Exercising Option; Term. Optionee may exercise the Option at any time on or after the fifth anniversary of the date of this Agreement by giving notice of such exercise to Purchaser by personal delivery, courier, first class mail, facsimile or telex. Any notice so given shall state that the Option is being exercised and shall specify the effective date of the exercise of the Option (which effective date shall not be less than thirty (30) days after Optionee dispatches the notice of exercise to Purchaser).

4.3 Transfer of Trademarks Upon Exercise of Option. In the event the Option is exercised by Optionee, Purchaser shall transfer all of its interest in the Trademarks to Optionee as soon thereafter as is commercially practicable.

4.4 Purchaser's And Optionee's Rights and Obligations. Upon the valid exercise of the Option by Optionee, Purchaser shall have no further right, title or interest in the Trademarks; provided, however, that Purchaser shall retain the right to sue for accrued but unpaid royalties and for any breach of a license agreement prior to the effective date of the Option.

4.5 Access to Records. Optionee shall have access to Purchaser's books and records during the one (1) year period preceding the date on which the Option becomes exercisable.

4.6 Licenses of Trademarks. Optionee acknowledges that Purchaser intends to enter into agreements with Associated Hygienic Products, a Limited Liability Company, a limited liability company formed under the laws of the State of Wyoming ("AHP"), and Ribbon Ridge Pty. Ltd., a Victoria corporation ("Ribbon Ridge"), whereby Purchaser will license the use of the Trademarks to AHP (the "AHP Trademark License") and to Ribbon Ridge (the "Ribbon Ridge Trademark License") for terms that may extend beyond the Option Exercise Date. Purchaser and Optionee agree that in the event the term of the AHP Trademark License or the Ribbon Ridge Trademark License, or either of them, extends

beyond the Option Exercise Date, the Purchaser and the Optionee will cooperate to ensure that AHP, Ribbon Ridge and Optionee continue to comply with the terms of such agreements as if Optionee were Purchaser thereunder.

ARTICLE 5

GENERAL PROVISIONS

5.1 Confidentiality. No party hereto shall disclose the terms and conditions of this Agreement to any other party without prior written consent of the other parties hereto.

5.2 Integration. Except as otherwise expressly permitted by any other provisions of this Agreement, none of the terms or provisions contained in this Agreement, and none of the agreements, obligations or covenants of Seller, Purchaser or Optionee contained in this Agreement, may be amended, modified, supplemented, waived or terminated unless Seller, Purchaser and Optionee shall each execute an instrument in writing agreeing or consenting to such amendment, modification, supplement, waiver or termination.

5.3 Severability. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof. This Agreement may be executed in any number of counterparts which together shall constitute one instrument and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5.4 Survival of Representations and Warranties. All representations and warranties made by Seller, Purchaser or Optionee hereunder shall survive for a period of six (6) years following the date hereof. Any investigation at any time made by or on behalf of any of said parties hereto shall not diminish in any respect whatsoever its rights to rely on the representations and warranties of the other parties.

5.5 Notices. Except as provided in Article 4.2, any notice or other communication which may be required by this Agreement shall be in writing and shall be given by mailing the same, postage prepaid, or by electronic facsimile transmission or personal delivery and shall be deemed to have been given or made when transmitted and addressed as follows:

To Seller: DSG Holdings Limited
17/F Watson Centre

Kung Yip St., Kwai Chung
Hong Kong
Attention: Patrick Tsang
Facsimile No.: 852-480-4491

To Purchaser: Selectshield Limited
Boythorpe Works
Chesterfield S40 1YG
England
Attention: Brandon Wang
Facsimile No.: 44-246-209-349

To Optionee: DSG Marketing Ltd.
17/F Watson Centre
Kung Yip St., Kwai Chung
Hong Kong
Attention: Terence Leung
Facsimile No.: 852-480-4491

5.6 Governing Law. This Agreement shall be governed by the laws of the England, as if entered into solely by residents of the England, to the extent not preempted by local laws governing trademark matters.

5.7 Arbitration. Any dispute arising under this Agreement shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce. The site of such arbitration shall be in London. In any arbitration proceeding under this Article 5.7, the parties thereto shall agree upon and appoint one (1) arbitrator to resolve the question or dispute which is the subject of the arbitration. In the event the parties to the arbitration do not agree and fail to appoint a single arbitrator, each party shall appoint one (1) arbitrator, and both arbitrators so appointed shall select a neutral third arbitrator and the three arbitrators shall together resolve the question or dispute which is the subject of the arbitration.

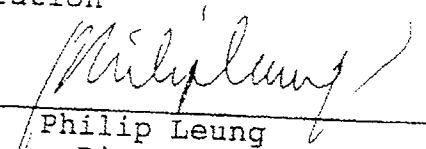
5.8 Interpretation of Terms. In the event Purchaser validly assigns all or part of its interest in the Trademarks to another party (referred to herein as an "assignee"), each reference to the Purchaser in this Agreement shall, unless the context otherwise requires, be deemed to refer to such assignee.

5.9 Headings. All headings are for reference only and shall not be considered in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives on the date set forth above.

SELLER:

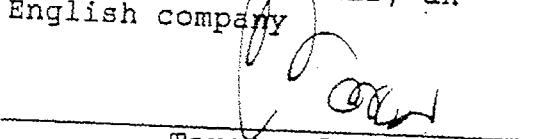
DSG HOLDINGS LIMITED, a
British Virgin Islands
corporation



Philip Leung
Director

PURCHASER:

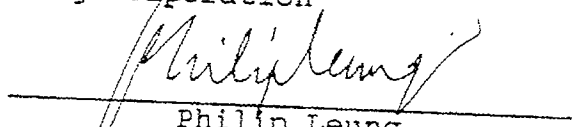
SELECTSHIELD LIMITED, an
English company



Terence Leung
Director

OPTIONEE:

DSG MARKETING LTD., a Hong
Kong corporation



Philip Leung
Director