

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
BENQ CORPORATION		07/28/2005	CORPORATION: TAIWAN
RECEIVING PARTY DATA			
Name:	STARBEX INTERNATIONAL INC.		
Street Address:	22 Fl., No. 333, Sec. 2, Dunhua S. Rd., Da-An District		
City:	Taipei 106		
State/Country:	TAIWAN		
Entity Type:	CORPORATION: TAIWAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78275339	STARBEX	
CORRESPONDENCE DATA			
Fax Number:	(703)205-8050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-205-8000		
Email:	mailroom@bskb.com		
Correspondent Name:	James M. Slattery		
Address Line 1:	P.O. BOX 747		
Address Line 4:	Falls Church, VIRGINIA 22040-0747		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			
NAME OF SUBMITTER:	James M. Slattery		

CH \$40.00 78275339

Signature:

/James M. Slattery/

Date:

08/09/2005

Total Attachments: 1

source=2005-08-09 Assignment#page1.tif

ASSIGNMENT

Assignor's Name:	BENQ CORPORATION
Assignor's Jurisdiction*:	A TAIWANESE CORPORATION
Assignor's Address:	157, SHAN-YING ROAD, GUEISHAN, TAO YUAN, TAIWAN
Assignee's Name:	STARBEX INTERNATIONAL INC.
Assignee's Jurisdiction*:	A TAIWANESE CORPORATION
Assignee's Address:	22FL., NO.333, SEC.2, DUNHUA S. RD., DA-AN DISTRICT, TAIPEI 106, TAIWAN, R.O.C.
*For example, "U.S. citizen", or "Delaware corporation", if partnership, list all general partners.	

This Assignment is made between the Assignor and Assignee identified above.

WHEREAS, Assignor is the owner of certain Intellectual Property described below; and Assignee is desirous of acquiring the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all right, title and interest in and to the trademark(s), service mark(s), application(s) and registration(s) listed below, and the goodwill of the business connected with the use of and symbolized thereby (referred to as the "Intellectual Property"), including the right to recover damages for past infringement, if any.

U.S. Registration No.	Date of Registration	Mark

U.S. Application No.	Date of Application	Mark
78/275.339	July 17, 2003	StarBex

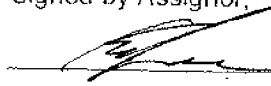
Assignor further agrees to identify and communicate to Assignee, at Assignee's request, such documents and information concerning the Intellectual Property that are within the possession or control of Assignor, and to provide further assurances and testimony on behalf of Assignee that may lawfully be required of Assignee in respect to maintaining the rights in the Intellectual Property, all without further consideration.

As required by 15 U.S.C. §1060, with respect to each (if any) of the applications listed above which was filed under Section 1(b) of the Lanham Act, 15 U.S.C. §1051(b), and in which a verified Statement of Use has not been filed, Assignor and Assignee hereby represent that Assignee is a successor to the business of Assignor, or the portion thereof to which each mark pertains, if that business is ongoing and existing.

IN WITNESS WHEREOF, this Assignment has been executed below:

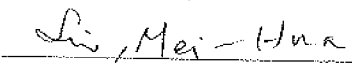
Signed by Assignor,

Date: July 28, 2005

Name and Title: 
K.Y. LEE / CEO

Signed by Assignee,

Date: July 28, 2005

Name and Title: 
Lin, Mei-Hua / General Manager