

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
Pure Projects B.V.		12/28/2006	Private Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Zecco Holdings, Inc.		
Street Address:	2084 E. Francis Ct.		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78915000	ZECCO	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3308		
Email:	jchester@sidley.com		
Correspondent Name:	Julia M. Chester		
Address Line 1:	717 N. Harwood		
Address Line 2:	Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	33618-00101		
NAME OF SUBMITTER:	Julia M. Chester		
Signature:	/Julia M. Chester/		

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Date:

01/05/2007

Total Attachments: 3

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DEED OF TRANSFER OF TRADEMARKS AND DOMAIN NAME

THE UNDERSIGNED:

1. **PURE PROJECTS B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, with its statutory seat in Schiphol and with its business address at Schiphol Boulevard 281, 1118 BH Schiphol, the Netherlands, hereinafter referred to as "**PURE PROJECTS**", duly represented in this matter by its statutory director Pure Dino B.V., in turn duly represented by its statutory director, Mr. Dean van Es;
2. **ZECCO HOLDINGS, INC.**, a company incorporated under the laws of Delaware, having its registered office in 2084 E. Francis St., Ontario CA 91761 (United States of America) and its principal place of business at 2084 E Francis Street, Ontario, California (United States of America), and organized under the laws of the state of Delaware, United States of America, under corporate identification number 27-0144173, hereinafter referred to as "**ZECCO**", in this matter duly represented by Mr. Jeroen Veth;

TAKING INTO CONSIDERATION THAT:

- A. PURE PROJECTS has filed in the U.S. Patent and Trademark Office the following trademark application: United States Service Mark Serial No. 78/915,00 for "**ZECCO**", international class 036, filing date June 22, 2006 (the "U.S. Trademark");
- B. PURE PROJECTS has filed in the Canadian Trade Mark Office the following trademark application: Canadian Trade Mark Serial No. 1327928 for "**ZECCO**," international class 036, filing date December 12, 2006 (the "Canadian Trade Mark");
- C. PURE PROJECTS has registered the domain name www.zecco.com (the "**Domain Name**");
- D. By this Deed PURE PROJECTS wishes to transfer the U.S. Trademark and the Canadian Trade Mark (collectively "**Trademarks**") and the Domain Name to ZECCO and ZECCO is willing to accept the Trademarks and the Domain Name under the terms and conditions of this Deed.

DECLARE AND AGREE AS FOLLOWS:

ARTICLE 1 - TRANSFER

- 1.1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PURE PROJECTS hereby sells, assigns and



transfers to ZECCO, its successors, assigns and legal representatives, all rights to the Trademarks, together with the goodwill of the business symbolized thereby, all rights to sue for past infringement of said Trademarks and the Domain Name, and all causes of action (either at law or equity) with respect thereto, the right of recovery, including but not limited to damages, for such past infringement, and the right to assign the rights conveyed herein, the same to be held and enjoyed by ZECCO for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

- 1.2 As a consequence of this Deed, ZECCO shall become the sole owner of the Trademarks and the Domain Name.

ARTICLE 2 - LICENSE BACK

- 2.1 AND FURTHER, for good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, ZECCO hereby agrees to license-back said Trademarks and Domain Name on a royalty-free, non-exclusive basis, to PURE PROJECTS, its affiliates and assigns, to market, promote, and sell the services described under the Trademarks and Domain Name, to be used on marketing and publicity materials in all form of media, including print, radio, broadcast, and Internet, and other methods now used or to be developed.
- 2.2 PURE PROJECTS agrees it will do nothing inconsistent under this license-back and will assist ZECCO with recording this license in any jurisdiction, municipality or agency in which recordation is required. PURE PROJECTS agrees that any rights acquired through use of the Trademarks and the Domain Name shall accrue to the sole benefit of ZECCO, and such use shall not be used in any way to confuse the public as to ownership of the Trademarks and the Domain Name.
- 2.3 PURE PROJECTS agrees to maintain quality control standards at least as high as those currently being maintained by ZECCO of its own trademarks, service marks and trade names in the marketing promotion and funding of the goods and services sold under the Trademarks, that such standards will meet or exceed the quality standards that ZECCO applies to its own goods and services under the Trademarks, and that ZECCO has the right to inspect and supervise PURE PROJECTS's quality control standards as needed.
- 2.4 The term of this license-back shall be for a one-year period from the effective date of this Deed, to be renewed automatically from year-to-year thereafter, until the license is terminated in writing and signed by ZECCO or ZECCO's assigns and/or legal representatives, upon change of control of ZECCO.

ARTICLE 3 - CHANGE OF CONTROL AND INDEMNIFICATION

- 3.1 If ZECCO directly or indirectly comes in any way under the control of a third party or enters into a legal merger with such third party, ZECCO shall, and shall procure



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that such third party shall, not in any way prevent any use of the word "ZECCO" by PURE PROJECTS or any affiliated company in all countries of the world other than the United States of America and Canada.

3.2 ZECCO shall indemnify PURE PROJECTS and hold it harmless from and fully compensate PURE PROJECTS for, and in respect of any and all liabilities, claims and costs incurred by PURE PROJECTS for, and in respect of any and all costs and damages as a result of, or in connection with, the Trademarks, the Domain Name and any use of the word "ZECCO" by PURE PROJECTS or any affiliated company (i) in all countries of the world prior to a change of control in ZECCO, or (ii) in all countries of the world other than the United States of America and Canada after a change of control in ZECCO.

ARTICLE 4 – POWER OF ATTORNEY

4.1 PURE PROJECTS herewith grants to ZECCO an irrevocable power of attorney to perform all that is necessary to effect the transfer referred to in this Deed, which includes, inter alia, the registration of the transfer of the Trademarks with the respective competent (trademark) registration authorities and the registration of the transfer of the Domain Name in accordance with the rules of the registrar of the Domain Name.

4.2 PURE PROJECTS shall fully cooperate if any further action is required from ZECCO for the correct registration of the transfer of the Trademarks and the Domain Name.

ARTICLE 5 – GOVERNING LAW AND JURISDICTION

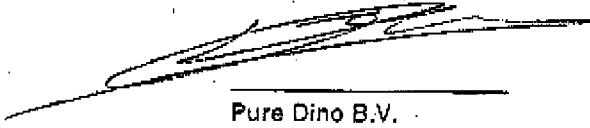
5.1 This Deed shall be exclusively governed by and construed in accordance with the laws of the Netherlands.

5.2 The Courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction over a dispute arising out of or in connection with this Deed.

Thus signed in two fold aton 28th December 2006.

PURE PROJECTS B.V.

on its behalf:



Pure Dino B.V.
Mr. Dean van Es
Date: 28th of December 2006

ZECCO HOLDINGS, INC.

on its behalf:



Mr. Jeroen Veth
Date: 28th of December 2006