

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Richwear Holdings Ltd		02/15/2007	CORPORATION: HONG KONG

RECEIVING PARTY DATA

Name:	HTP Trading Ltd.
Street Address:	1701, Office Tower One, The Harbourfront
Internal Address:	No. 18 Tak Fung Street
City:	Hung Hong Kowloon
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2902378	Z-BRAND
Registration Number:	3034946	BRAND Z
Registration Number:	3182528	Z BRAND
Registration Number:	3185520	Z BRAND

CORRESPONDENCE DATA

Fax Number: (310)424-2956  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3109209863  
 Email: ctrunnell@gmail.com  
 Correspondent Name: Christian W. Trunnell, Esq.  
 Address Line 1: 9000 Sunset Blvd.  
 Address Line 2: 16th Floor  
 Address Line 4: Los Angeles, CALIFORNIA 90069

DOMESTIC REPRESENTATIVE

OP \$115.00 2902378

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Christian W. Trunnell

Signature:

/cwt/

Date:

07/19/2007

Total Attachments: 3

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## LOAN AGREEMENT

**THIS AGREEMENT** is made the 15<sup>th</sup> day of February, 2007.

### **BETWEEN:**

- (A) Richwear Holdings Limited, a limited company incorporated in Hong Kong with business address at Unit 801, 8/F Benson Tower, 74 Hung To Road Kwung Tong Kowloon Kong Kong (hereafter as the "Borrower") and
- (B) HTP Trading Limited, a limited company incorporated in Hong Kong with business address at 1701, Office Tower One, The Harbourfront, No.18 Tak Fung Street, Hung Hong Kowloon Hong Kong (hereafter as the "Lender").

### **FOR THE LOAN ARRANGEMENT, WHEREBY IT IS AGREED AS FOLLOWS:**

1. Based on this Agreement the Lender will advance to the Borrower USD500,000.00 (US Dollars Five Hundred Thousand) only.
2. The loan advanced to the Borrower is repayable 'on demand' but in any event, not later than 30 April 2008 JS K
3. All advances made to the Borrower under this Agreement shall be subject to an annual interest rate of 7% and shall be repayable in full on demand, or in any event, not later than 30 April 2008. JS K
4. As security, the Lender shall hold a charge over the trademark Z-Brand ["trademark"] and all goodwill currently pertaining thereto, and all rights, registration, applications and entitlement thereto and all extensions thereof the trademark.
5. The Borrower undertakes to the Lender that before the full repayment of the loan principal and interest, the Borrower will NOT transfer, assign, or sell Z-brand and its related intellectual property rights to 3<sup>rd</sup> party without written consent obtained from the Lender.
6. All costs and expenses, (including professional fee and legal fees) incurred by the Lender in connection with the execution of this loan agreement, security and/or any matters arising from this agreement are to be borne by the Borrower.
7. This Loan Arrangement shall be assignable in full by the Lender to any third party without prior notice to the Borrower and such assignment will not diminish the

rights conferred upon the Lender under this Agreement and shall fully assign all rights and benefits as determined hereunder.

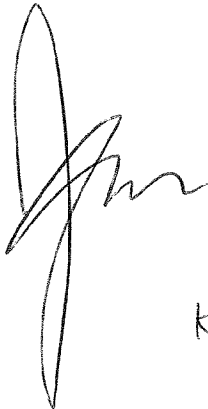
8. This Agreement shall be effective from the date hereof and shall continue in force until all advances and interest made hereunder have been fully repaid by the Borrower.
9. If all advances plus accrued interest have not been repaid by the Borrower within agreed period as defined in (2) above, the Lender has the right to exercise the following:-
  - (a) Demand the Borrower to transfer Z-brand and all the goodwill pertaining thereto, and all rights, registrations, applications and entitlements associated with the trademark to the Lender or to any nominees designated by the Lender.
  - (b) Upon receipt of the Lender's instruction of (a) above, Borrower should follow Lender's instruction and fully co-operate with the Lender to complete the necessary procedures and documents related to the transfer or assignment of the trademark.
10. For the purpose of this Agreement notice may be given by either e-mail or facsimile to either party.
11. The Borrower confirms to the Lender that the signatory under this Agreement is the authorized signatories appointed by the Borrower in accordance with the terms of the Memorandum of Association of the Borrower.

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the courts of which shall be courts of competent jurisdiction.

**AS WITNESS** the hands of the parties hereto the day and year first above written.

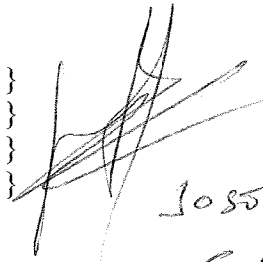
Signed by Richwear Holdings Ltd  
(The Borrower)

}  
}  
}  
}  
}



KEN S. KONG

Signed by HTP Trading Limited  
(The Lender)



Joss 8602  
CEO