

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kosmo Wellness International Holdings Corporation		10/21/2006	CORPORATION: VIRGIN ISLANDS, BRITISH

RECEIVING PARTY DATA

Name:	KWHL USA Region Enterprise
Street Address:	1017 North Orange Drive
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90038
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2214213	BLUES BUSTER
Registration Number:	2353028	CHI DEVIL
Registration Number:	2214214	DEPTH RECHARGER
Registration Number:	2443906	DIGES-TONIQUE
Registration Number:	2238275	E LIX R TONICS & TEAS
Registration Number:	2294952	E LIX R TONICS & TEAS
Registration Number:	2188902	ELIXIR TONICS & TEAS
Registration Number:	2183531	ELIXIR TONICS & TEAS
Registration Number:	2308035	ELIXIR TONICS AND TEAS
Registration Number:	2309988	ELIXIR TONICS AND TEAS
Registration Number:	2228903	GAN BEI
Registration Number:	2208100	GAN BEI TONIC BAR
Registration Number:	2225316	GAN BEI TONIC BAR
Registration Number:	2616223	KAVA PACIFICA

CH \$565.00 2214213

Registration Number:	2921102	LIQUID YOGA
Registration Number:	2214216	MIGHTY JOE YANG
Registration Number:	2214217	MIND OVER MUDDLE
Registration Number:	2443905	POWER PLANT
Registration Number:	2214215	SILK THREAD
Registration Number:	2214218	VIRTUAL BUDDHA
Registration Number:	2221367	YIN FROM THE COLD
Serial Number:	76574413	TAME THE ELEMENTS

CORRESPONDENCE DATA

Fax Number: (415)836-2501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 615 6024
Email: tmdocket@dlapiper.com
Correspondent Name: Eugene M. Pak, Esq., DLA Piper US LLP
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Address Line 4: San Francisco, CALIFORNIA 94107

ATTORNEY DOCKET NUMBER:	KWHL
NAME OF SUBMITTER:	Eugene M. Pak
Signature:	/Eugene Pak/
Date:	10/01/2007

Total Attachments: 10
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ASSET TRANSFER AGREEMENT

THIS AGREEMENT is made on 21 OCT 2006

BETWEEN:

- 1) **KOSMO WELLNESS INTERNATIONAL HOLDINGS CORPORATION** residing at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("KWIHC") (the "Vendor"); and
- 2) **KWHL USA-REGION ENTERPRISE** residing at 1017 N Orange Drive, Los Angeles, CA 90038 ("KWHL") (the "Purchaser").

WHEREAS:

- A) The Purchaser has purchased the Business and Sales Assets stated in the attached Asset Transfer Agreement (Appendix I) from the Vendor on 21 OCT 2006 ("Transfer Date").
- B) The Vendor has agreed to sell, assign and transfer to the Purchaser the Purchaser has *inter alia* agreed to purchase, acquire and assume from the Vendor the Sale Assets as of the Effective Date for the consideration of
- C) Due to a delay in incorporation of KWHL, KWIHC was operating the Business and Sales Assets on behalf of KWHL for the period from 21 October 2006 to 15 November 2006.

Dated as at 21 OCT 2006

THE VENDOR

[Handwritten Signature]

 For an on behalf of
KOSMO WELLNESS INTERNATIONAL HOLDINGS CORPORATION



THE PURCHASER

[Handwritten Signature]

 For an on behalf of
KWHL USA-REGION ENTERPRISE



ASSET TRANSFER AGREEMENT

THIS AGREEMENT is made on 21ST OCTOBER 2006

BETWEEN:

- (1) **EU REALTY (SINGAPORE) PTE LTD**, a company incorporated in Singapore and having its registered office at 269A South Bridge Road, Singapore 058818 ("Vendor");
- (2) **EU YAN SANG INTERNATIONAL LTD**, a company incorporated in Singapore and having its registered office at 269A South Bridge Road, Singapore 058818 ("EYSL");
- (3) **BOTANICAL HEALTH RESOURCES INC**, a company incorporated in the United States of America and having its registered office at 1017 North Orange Drive, Los Angeles, California ("BHRI"); and

AND

- (4) **KOSMO WELLNESS INTERNATIONAL HOLDINGS CORPORATION**, a company incorporated in the British Virgin Islands with its registered address at Offshore Incorporations Limited, P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the "Purchaser").

WHEREAS:

- (A) The Vendor has purchased the Business (as defined below) from BHRI on 21ST OCT 2006 ("Transfer Date").
- (B) As at the date hereof, the entire issued and paid-up share capital of the Vendor is held by EYSL.
- (C) The Vendor has agreed to sell, assign and transfer to the Purchaser and the Purchaser has *inter alia* agreed to purchase, acquire and assume from the Vendor the Sale Assets as of the Effective Date for the consideration stated and upon the terms and conditions contained in this Agreement and the Schedules and the Appendix.

IT IS AGREED as follows:**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Agreement, the Schedules and the Appendix, unless the context otherwise requires, the following expressions shall have the meanings set out against them:

"Assumed Liabilities" means any and all liabilities, duties, indebtedness and other obligations of the Vendor and/or BHRI (as the case may be) which are to be assumed by the Purchaser under Clause 2.2 of this Agreement;

"Business" means the Wholesale Business and the Retail Business;

"Business Day" means any day other than a Saturday, Sunday or a public holiday in New York and Hong Kong;

"Completion" means completion of the sale and purchase of the Sale Assets and Assumed Liabilities as specified in Clause 5;

"Completion Date" means the completion date as specified in Clause 5.1;

"Contracts" means the contracts entered into by BHRI for the purposes of or in connection with the Business, including supplier contracts and contracts with customers as listed in Schedule 1, but the term "Contracts" shall not include (except as expressly provided to the contrary in this Agreement) any other contracts, agreements and commitments to which BHRI or the Vendor is a party on the Completion Date whether written or oral whether contractual or quasi contractual in nature and whether express or implied;

"Dollars" or the sign "US\$" means the lawful currency of the United States of America;

"Effective Date" means 21 October 2006;

"Employees" mean employees of the Vendor and/or BHRI engaged in or in connection with the Business as at the date hereof, particulars of whom are set out in Schedule 2, who will be (a) transferred to the Purchaser or (b) offered employment with the Purchaser;

"Encumbrance" means any form of legal, equitable, or security interests, including but not limited to any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, right to acquire, security interest, hypothecation, option, right of first refusal, any preference arrangement (including title transfers and retention arrangements or otherwise), and any other encumbrance or condition whatsoever or any other arrangements having similar effect;

"Equipment" means the office equipment and other chattels owned by the Vendor in relation to the Business at the Completion Date and includes any items which are not owned by the Vendor but for which the Vendor has a right of use pursuant to any hire purchase agreement, brief particulars of which are set out in Schedule 3;

"Excluded Assets" means those assets of the Vendor and/or of BHRI other than the Sale Assets, including without limitation:

- (i) all and any cash and bank deposits of the Vendor and BHRI;
- (ii) all book debts of the Vendor and/or BHRI referable to the Business, together with any accrued interest thereon, and all other accounts receivable due to the Vendor and/or BHRI;
- (iii) any other business transacted by the Vendor and/or BHRI other than the Business, and any assets in connection with such business; and
- (iv) all assets, contracts and agreements relating to or in connection with the Mehrose Retail Business.

"Excluded Liabilities" means:

- (i) all amounts owed by the Vendor and/or BHRI to EYSI;

- (ii) all actual liabilities existing as at Completion of the Vendor and/or BHRI under the Contracts;
- (iii) all actual liabilities existing as at Completion of the Vendor and/or BHRI to its creditors, which liabilities have arisen in the ordinary course of carrying on the Business but which are not liabilities under the Contracts, and which have been recorded in the books of account of the Business on the Completion Date;
- (iv) all indebtedness and payment obligations relating to the Sale Assets and the Business accruing on or after Completion but arising solely from events, breaches, or actions occurring or carried out prior to Completion;
- (v) retrenchment and retirement benefits payable to the employees of the Vendor and/or BHRI who do not accept the Purchaser's offer of employment as at Completion; and
- (vi) all duties, obligations and liabilities of the Vendor and/or BHRI relating to the Melrose Retail Business.

"**Intellectual Property**" means all intellectual property rights referable to the Business as set out in Schedule 4 and the Appendix and which may include without limitation (i) all intellectual property rights in and referable to the Proprietary Marks and trade name as at the Completion Date; (ii) all formulations in respect of health tonics marketed under the Proprietary Marks as at the Completion Date, (iii) the website contents (www.elixirtonics.com) owned by the Vendor as at the Completion Date and (iv) all marketing materials, design files and visual image files which intellectual property rights belong to the Vendor as at the Completion Date;

"**Inventory**" means all goods, stocks and materials, supplies used or owned by the Vendor on the Completion Date insofar as they relate to the Business, excluding those located at 8612 Melrose Avenue, West Hollywood, California for use in the Melrose Retail Business;

"**Licences**" means all licences and approvals necessary for the Vendor or BHRI to carry on the Business as at the date of the transfer of the Business from BHRI to the Vendor;

"**Melrose Retail Business**" means the business of the retail of the Elixir brand of health tonics as carried on by the Vendor or BHRI (as the case may be) at 8612 Melrose Avenue, West Hollywood, California as at the date of this Agreement;

"**Parties**" means the Purchaser, the Vendor, EYSI and BHRI; and "**Party**" means any one of them;

"**Property**" means the leasehold property occupied by the Vendor or BHRI for the purposes of the Wholesale Business located at 1017 North Orange Drive, Los Angeles, California;

"**Proprietary Marks**" means the "Elixir" logo in stylised form in the forms set out in the Appendix;

"**Retail Business**" means the business of the retail of the Elixir brand of health tonics and health concentrates, excluding the Melrose Retail Business, as purchased by ERS from BHRI as of the Transfer Date;

"**Sale Assets**" means all of the Equipment, Inventory, Contracts, Intellectual Property and Specified Records as identified in this Agreement, the Schedules and the Appendix;

"Specified Records" means copies of customer information and supplier information relating to the Business, website contents (www.elixirtonics.com), online sales records, marketing materials, design files and visual image files in the possession and control of the Vendor at Completion; and

"Wholesale Business" means the business of the wholesale of the Elixir brand of health tonics and health concentrates as purchased by ERS from BHRI as of the Transfer Date.

1.2 Interpretation

- 1.2.1 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.2.2 Expressions in the singular form shall include the plural and vice versa, and all references to the masculine gender shall include the female and neuter genders and vice versa. Persons shall include corporations.
- 1.2.3 Any reference in this Agreement to "Clauses", "Recitals", "Schedules" and the "Appendix" are to the clauses, recitals, schedules and the appendix in this Agreement.
- 1.2.4 Any reference to a statutory provision shall include such provision as from time to time modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any transaction entered into hereunder.
- 1.2.5 References in this Agreement to any agreement or document including this Agreement shall include such agreement or document as from time to time amended, modified, varied, novated, supplemented or replaced, unless the context shall otherwise require.

2 SALE AND PURCHASE OF SALE ASSETS

2.1 Subject to the terms and conditions of this Agreement, and to Completion taking place on the Completion Date, the Vendor shall sell, transfer or assign or procure the transfer or assignment from BHRI to the Purchaser and the Purchaser, will purchase, acquire and assume from the Vendor or BHRI (as the case may be) with effect from the Effective Date the following Sale Assets owned by or under the control or in the possession of the Vendor or BHRI (as the case may be) and used in the conduct of the Business:

- 2.1.1 the Contracts (subject to transferability);
- 2.1.2 the Equipment;
- 2.1.3 the Inventory;
- 2.1.4 the Intellectual Property; and
- 2.1.5 the Specified Records.

2.2 Liabilities

As of the Effective Date, the Purchaser shall assume and be liable for any and all duties, obligations and liabilities of the Vendor and/or BHRI (as the case may be) relating to the Sale Assets and the Business arising after Completion (other than the Excluded Liabilities).

SCHEDULE 4
INTELLECTUAL PROPERTY

Trademark Report by Country

Trademark Report by Country	REFERENCE	MARK	FILED	APPL#	REGDT	REG#	Printed: 11/29/2006	Page 1
							STATUS	CLASSES
AUSTRALIA	314388-2023-1	ELIXIR AND DESIGN	10/29/2002	932044	10/25/2002	932043	REGISTERED	8,30,48
		5 - HERBAL SUPPLEMENTS AND OTHER PHARMACEUTICAL PREPARATIONS						
		30 - TEAS AND HERBAL BEVERAGES						
		43 - CAFE SERVICES FEATURING REFRESHMENTS AND BEVERAGES						
CANADA	314388-2023-2	ELIXIR AND DESIGN	12/11/2003	1201821			PENDING	30
		30 - TEAS AND HERBAL BEVERAGES						
CHINA	314388-2023-3	ELIXIR AND DESIGN	12/30/2002	3991859	6/7/2004	3991859	REGISTERED	30
		30 - TEAS, FLAVORING HERBAL BEVERAGES, NOT FOR MEDICAL PURPOSES						
CHINA	314388-2023-3.1	ELIXIR AND DESIGN	12/30/2002	3991880	10/14/2004	3991880	REGISTERED	43
		43 - CAFE SERVICES FEATURING REFRESHMENTS AND BEVERAGES						
EUROPEAN UNION (CTM)	314388-2023-4	ELIXIR AND DESIGN	6/29/2000	1830256	10/24/2001	1830259	REGISTERED	3,5,8,9
		3 - HERBAL LOTIONS; NON-MEDICATED TOILET PREPARATIONS; COSMETICS; PREPARATIONS FOR REMOVING COSMETICS; SCAPES; SHAMPOOS; PERFUMES; ESSENTIAL OILS; PREPARATIONS FOR THE HAIR; DECORANTS FOR PERSONAL USE						
		4 - PREPARATIONS OF MINERALS AND/OR VITAMINS AND/OR HERBS FOR USE AS NUTRITIONAL SUPPLEMENTS; PREPARATIONS FOR MAKING BEVERAGES CONSISTING OF THE AFORESAID; HERBAL BEVERAGES; TEAS AND HERBAL TONICS CONTAINING DIETARY SUPPLEMENTS; FOOD AND DIETARY SUPPLEMENTS						
		30 - HERBAL FOOD BEVERAGES; CONFECTIONERY; COFFEE, TEA AND OTHER BEVERAGES; COCOA; CHOCOLATE, CHOCOLATE PRODUCTS, NON-MEDICATED CONFECTIONERY; PREPARATIONS MADE FROM CEREALS AND/OR RICE AND/OR FLOUR; BREAD; BISCUITS, COOKIES, CAKES, PASTRY; ICE CREAM; FROZEN CONFECTIONERY; PREPARED MEALS; DESSERTS; AND PUDDINGS						
		42 - CAFE, RESTAURANT, CANTEN, CAFETERIA, COFFEE SHOP AND SNACK BAR SERVICES; PREPARATION OF FOOD AND DRINK; CATERING SERVICES; PROVISION OF FACILITIES FOR THE CONSUMPTION OF FOOD AND OF HERBAL AND OTHER BEVERAGES; INFORMATION AND ADVISORY SERVICES, ALL RELATING TO THE AFORESAID SERVICES						
	314388-2015-1	GAN GI	6/29/2000	1229047	2/4/2002	1829847	REGISTERED	5,30,32,42
		5 - PREPARATIONS OF MINERALS AND/OR VITAMINS AND/OR HERBS FOR USE AS NUTRITIONAL SUPPLEMENTS; PREPARATIONS FOR MAKING BEVERAGES CONSISTING OF THE AFORESAID; HERBAL BEVERAGES; TEAS AND HERBAL TONICS CONTAINING DIETARY SUPPLEMENTS; FOOD AND DIETARY SUPPLEMENTS						
		30 - HERBAL FOOD BEVERAGES; CONFECTIONERY; COFFEE, TEA, COCOA; CHOCOLATE, CHOCOLATE PRODUCTS, NON-MEDICATED CONFECTIONERY; PREPARATIONS MADE FROM CEREALS AND/OR RICE AND/OR FLOUR; BREAD; BISCUITS, COOKIES, CAKES, PASTRY; ICE CREAM; FROZEN CONFECTIONERY; PREPARED MEALS; DESSERTS; AND PUDDINGS						
		42 - BEVERAGES						
		43 - CAFE, RESTAURANT, CANTEN, CAFETERIA, COFFEE SHOP AND SNACK BAR SERVICES; PREPARATION OF FOOD AND DRINK; CATERING SERVICES; PROVISION OF FACILITIES FOR THE CONSUMPTION OF FOOD AND OF HERBAL AND OTHER BEVERAGES; INFORMATION AND ADVISORY SERVICES, ALL RELATING TO THE AFORESAID SERVICES						
HONG KONG	314388-2023-5	ELIXIR AND DESIGN	10/31/2002	200217103	5/10/2004	2004806755	REGISTERED	30
		30 - TEAS AND HERBAL BEVERAGES						
HONG KONG	314388-2023-5.1	ELIXIR AND DESIGN	10/31/2002	2002171104	5/10/2004	2004806757	REGISTERED	42
		42 - SERVICES FOR PROVIDING FOOD AND DRINK; CAFE SERVICES FEATURING REFRESHMENTS AND BEVERAGES; CATERING SERVICES; RESTAURANTS; SNACK BARS						
INDIA	314388-2023-6	ELIXIR AND DESIGN	4/17/2003	1192792			PUBLISHED	30
		30 - TEAS AND HERBAL BEVERAGES						
INDONESIA	314388-2010-7	ELIXIR AND DESIGN	10/18/2004	D0020049108051			PENDING	30
		30 - TEAS AND HERBAL BEVERAGES						
JAPAN								

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Trademark Report by Country	FILED	APPL#	REGDT	REG#	Printed: 11/29/2007	Page 2
REFERENCE MARK					STATUS	CLASSES
JAPAN 314393-2023-8 E'LU'K'R AND DESIGN 5 - HERBAL SUPPLEMENTS AND OTHER PHARMACEUTICAL PREPARATIONS 30 - TEAS AND HERBAL BEVERAGES 42 - CAFE SERVICES FEATURING REFRESHMENTS AND BEVERAGES	5/16/2001	2001048298	10/25/2002	4618857	REGISTERED	3,34,42
314393-2014-2 GAN BEI 30 - TEAS AND HERBAL BEVERAGES 42 - CAFE SERVICES FEATURING REFRESHMENTS AND BEVERAGES	5/18/2001	200145295	10/25/2002	4618858	REGISTERED	30,42
MALAYSIA 314393-2023-4 E'LU'K'R AND DESIGN 30 - TEAS AND HERBAL BEVERAGES	11/1/2002	200213691			PUBLISHED	30
314393-2023-4.1 E'LU'K'R AND DESIGN 40 - CAFE SERVICES FEATURING REFRESHMENTS AND BEVERAGES	11/1/2002	200213692			PENDING	40
MEXICO 314393-2023-10 E'LU'K'R AND DESIGN 30 - TEAS AND HERBAL BEVERAGES	2/12/2004	041505			PENDING	30
PHILIPPINES 314393-2023-11 E'LU'K'R AND DESIGN 30 - TEAS AND HERBAL BEVERAGES	12/25/2003	420030011810			PENDING	30
SINGAPORE 314393-2023-12 E'LU'K'R AND DESIGN 30 - TEAS; HERBAL BEVERAGES (OTHER THAN FOR MEDICINAL USE)	11/1/2002	T0217098F	11/1/2002	T0217098F	REGISTERED	30
314393-2023-12.1 E'LU'K'R AND DESIGN 40 - CAFE SERVICES FEATURING TEAS AND HERBAL BEVERAGES AND BAKED GOODS	11/1/2002	T0217099D	11/1/2002	T0217099D	REGISTERED	40
314393-2015-2 GAN BEI 30 - TEAS AND HERBAL BEVERAGES (OTHER THAN FOR MEDICINAL USE)	8/27/2003	T0302577E	8/27/2003	T0302577E	REGISTERED	30
314393-2016-3.1 CAN BEI 30 - ALCOHOLIC BEVERAGES, INCLUDING WINE COOLERS	8/27/2003	T0302581C	8/27/2003	T0302581C	REGISTERED	30
SOUTH KOREA 314393-2023-13 E'LU'K'R AND DESIGN 5 - HERBAL SUPPLEMENTS AND OTHER PHARMACEUTICAL PREPARATIONS 30 - TEAS AND HERBAL BEVERAGES	4/28/2002	402009001909	11/1/2003	0585141	REGISTERED	5,30
TAIWAN 314393-2023-14 E'LU'K'R AND DESIGN 30 - TEAS	10/25/2002	91045007	10/16/2003	01002152	REGISTERED	30
314393-2023-14.1 E'LU'K'R AND DESIGN 43 - CAFE SERVICES FEATURING REFRESHMENTS AND BEVERAGES	10/25/2002	91045008	8/15/2003	00106035	REGISTERED	43
THAILAND 314393-2023-15 E'LU'K'R AND DESIGN 30 - TEAS; HERBAL MIXED TEA BEVERAGES	1/15/2004	641806	4/27/2005	KOR216507	REGISTERED	30
UNITED STATES 314393-1018 BLUES BUSTER 30 - HERBAL FOOD BEVERAGES	8/25/1987	76946,581	12/29/1998	2,214,219	REGISTERED	30

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Trademark Report by Country	REFERENCE	MARK	FILED	APPL#	REGDT	REG#	Printed: 11/22/2007 STATUS	Page 9 CLASSES
UNITED STATES continued...	314393-1011	CH; DEVIL	8/25/1997	76348,806	3/30/2000	2,263,028	REGISTERED	30
	30 - HERBAL FOOD BEVERAGES							
	314393-1012	DEPTH RECHARGER	8/25/1997	76348,802	1/22/1999	2,214,214	REGISTERED	30
	30 - HERBAL FOOD BEVERAGES							
	314393-1005	DIGES-TONIQUE	8/24/99	75768,577	4/17/2001	2,443,908	REGISTERED	30
	30 - HERBAL FOOD BEVERAGES							
	314393-1009	ELIXIR TONICS AND TEAS AND DESIGN	8/25/1997	76348,891	4/13/1999	2,258,278	REGISTERED	5
	5 - HERBAL SUPPLEMENTS IN LIQUID AND CAPSULE FORM FOR USE AS DIETARY SUPPLEMENTS							
	314393-1009-1	ELIXIR TONICS AND TEAS AND DESIGN	8/25/1997	76348,890	1/22/1999	2,254,952	REGISTERED	35
	35 - RETAIL STORE SERVICES IN CONNECTION WITH THE SALE OF HERBS, HERBAL CONTAINING PRODUCTS AND PREPARATIONS, TEAS, TEA ACCESSORIES AND RELATED UTENSILS, BOOKS AND CALENDARS							
	314393-1006-1	ELIXIR TONICS AND TEAS	7/16/1998	76154,488	1/18/2000	2,309,988	REGISTERED	42
	42 - RETAIL STORE SERVICES IN CONNECTION WITH THE SALE OF HERBS, HERBAL CONTAINING PRODUCTS AND PREPARATIONS, TEAS, TEA ACCESSORIES AND RELATED UTENSILS, BOOKS AND CANDLES							
	314393-1018	ELIXIR TONICS AND TEAS	7/15/1998	76104,484	1/11/2000	2,304,896	REGISTERED	5
	5 - HERBAL SUPPLEMENTS IN LIQUID AND CAPSULE FORM FOR USE AS HEALTH SUPPLEMENTS							
	314393-1007	ELIXIR TONICS AND TEAS AND DESIGN	2/9/1997	75236,169	9/19/1999	2,188,902	REGISTERED	3,30
	5 - HERBAL SUPPLEMENTS AND HERBAL BEVERAGES FOR MEDICINAL PURPOSES							
	30 - PROCESSED HERBS AND HERBAL FOOD BEVERAGES							
	314393-1007-1	ELIXIR TONICS AND TEAS AND DESIGN	2/9/1997	75236,168	8/25/1999	2,183,931	REGISTERED	35
	35 - RETAIL STORE SERVICES FEATURING HERBS, HERBAL CONTAINING PRODUCTS, AND PREPARATIONS, TEAS, TEA ACCESSORIES, AND RELATED UTENSILS, BOOKS, AND CANDLES							
	314393-1016	GAN BEI	4/29/1999	76478,919	10/3/2000	2,298,951	REGISTERED	5
	5 - HERBAL BEVERAGES, NAMELY, TEAS AND HERBAL TONICS, BOTH IN THE NATURE OF DIETARY SUPPLEMENTS							
	314393-1010-1	GAN BEI	4/29/1999	76478,944	3/2/1999	2,228,908	REGISTERED	42
	42 - CAFE SERVICES FEATURING REFRESHMENTS INCLUDING HERBAL AND OTHER BEVERAGES							
	314393-1008-1	GAN BEI TONIC BAR AND DESIGN	3/9/1997	75230,267	12/8/1998	2,238,700	REGISTERED	42
	42 - CAFE SERVICES FEATURING REFRESHMENTS INCLUDING HERBAL AND OTHER BEVERAGES							
	314393-1010	GAN BEI TONIC BAR AND DESIGN	8/25/1997	76348,572	3/23/1999	2,225,918	REGISTERED	30
	30 - HERBAL FOOD BEVERAGES							
	314393-1025	GINSENG ZINGER	8/21/99	75739,574			ABANDONED	32
	32 - HERBAL BEVERAGES							
	314393-1019	KAVA PACIFIC	8/21/99	75739,840	9/10/2002	2,616,223	REGISTERED	30
	32 - HERBAL FOOD BEVERAGES							
	314393-1041	LIQUID YOGA	8/20/2002	76372,692	1/25/2005	2,321,102	REGISTERED	30
	30 - HERBAL FOOD BEVERAGE IN CONCENTRATED FORM							
	314393-1015	MIGHTY JOE YANG	8/25/1997	76348,564	12/29/1998	2,214,218	REGISTERED	30
	30 - HERBAL FOOD BEVERAGES							
	314393-1014	MOND OVER MIDDLE	8/25/1997	76348,568	12/29/1998	2,214,217	REGISTERED	30
	30 - HERBAL FOOD BEVERAGES							
	314393-1020	POWER PLANT	8/27/99	76788,510	4/17/2001	2,443,805	REGISTERED	30
	30 - HERBAL FOOD BEVERAGES							

Trademark Report by County REFERENCE MARK	FILED	APPL#	REGDT	REG#	Printed: 11/22/200 STATUS	Page 4 CLASSES
UNITED STATES ^{continued} 314988-1017 SILK THREAD	8/25/1997	79048589	12/29/1998	2,214,215	REGISTERED	80
30 - HERBAL FOOD BEVERAGES					OPPOSED	80
314989-1006 TAME THE ELEMENTS (STYLIZED)	2/6/2004	76374,413				
30 - HERBAL FOOD BEVERAGE						
314990-1013 VIRTUAL BUDDHA	8/25/1997	79048587	12/29/1998	2,214,215	REGISTERED	80
30 - HERBAL FOOD BEVERAGES						
314991-1018 YIN FROM THE COLD	8/25/1997	79048573	2/2/1999	2,221,307	REGISTERED	82
32 - HERBAL FOOD BEVERAGES						
	END OF REPORT				TOTAL ITEMS SELECTED =	48

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IN WITNESS WHERE OF the Parties have signed this Agreement on the day and year above written.

THE VENDOR

SIGNED by

for and on behalf of
EU REALTY (SINGAPORE) PTE LTD
in the presence of:


 Tan Bee Lian
S1654774C



Richard Eu

EYSI

SIGNED by

for and on behalf of
EU YAN SANG INTERNATIONAL LTD
in the presence of:


 Tan Bee Lian
S1654774C

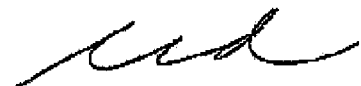

LESLIE MAH

BHRI

SIGNED by

for and on behalf of
BOTANICAL HEALTH RESOURCES INC
in the presence of:


 Tan Bee Lian
S1654774C

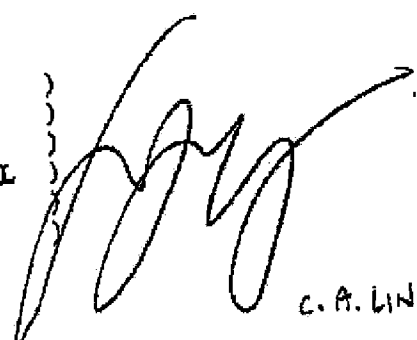

Richard Eu

THE PURCHASER

SIGNED by

for and on behalf of
**KOSMO WELLNESS INTERNATIONAL
HOLDINGS CORPORATION**
in the presence of:


FION LIN HI
440301730819696
R347932(2)


C. A. LIN
P611929(1)