

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| LAWMAN INTERNATIONAL LIMITED | | 03/02/2009 | CORPORATION: HONG KONG |
| RECEIVING PARTY DATA | | | |
| Name: | Lawman Holdings Limited | | |
| Street Address: | P.O. Box 957, Offshore Incorporations Centre | | |
| City: | Road Town, Tortola | | |
| State/Country: | BRITISH VIRGIN ISLANDS | | |
| Entity Type: | CORPORATION: BRITISH VIRGIN ISLANDS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3053047 | WORLD CLASS DENIM LAWMAN WESTERN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (213)612-3773 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 213-612-3737 | | |
| Email: | dt@lrcounsel.com | | |
| Correspondent Name: | Daniel J. Taylor | | |
| Address Line 1: | 601 S. Figueroa Ave | | |
| Address Line 2: | 4025 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90017 | | |
| ATTORNEY DOCKET NUMBER: | 9460-01 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |
| Address Line 2: | | | |

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**TRADEMARK
 REEL: 004136 FRAME: 0826**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Daniel Taylor

Signature:

/Daniel Taylor/

Date:

01/25/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of March 2nd 2009 between the following two parties.

The Assignor : LAWMAN INTERNATIONAL LIMITED
Legal Address: 11th Floor 6-8 Hung To Road,
 Kwun Tong, Kowloon, Hong Kong.

The Assignee: LAWMAN HOLDINGS LIMITED
Legal Address: P.O.BOX 957, OFFSHORE INCORPORATIONS CENTRE
 ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS.

WHEREAS, the Assignor, a limited company, organized and existing under the laws of Hong Kong, owns the trademark "WORLD CLASS DENIM LAWMAN WESTERN" registered with the United States Patent and Trademark Office, U.S. Registration No. 3053047 (hereinafter the "Trademark").

WHEREAS, the Assignee is a limited company, organized and existing under the laws of British Virgin Islands;

WHEREAS, the Assignor agrees to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

1. Transfer of Trademark

For good and valuable consideration, receipt whereof is hereby acknowledged, the Assignor agrees to change the registered owner of the Trademark into the Assignee and the Assignee agrees to accept the change of the registered owner of the Trademark and all goodwill related thereto.

2. Registration Fees

The registration for the change of the registered owner of the Trademark shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 the Assignor is a limited company duly registered and validly existing under the laws of the Hong Kong.

3.1.2 the Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party is prejudiced due to the using of the Trademark. There is no litigation or any other disputes arising from or relating to the Trademark.

3.1.3 the Assignor, subject to its business scope and corporate power, has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.1.4 once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

3.1.5 the Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is a limited company duly registered and validly existing under the laws of British Virgin Islands.

3.2.2 The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.



5. Settlement of Disputes

The parties agree that any dispute arising out of or related to this assignment will be subject to binding arbitration to be conducted in Los Angeles, California. The arbitration will be conducted pursuant to the commercial rules of the American Arbitration Association ("AAA"). The arbitrator will be a single arbitrator appointed from the AAA. The prevailing party in any such arbitration will be entitled to recover all attorneys' fees and costs as are recoverable pursuant under the laws of the State of California.

6. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the United States of America.

7. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

8. Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

9. Appendices

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

10. Multiple Counterparts

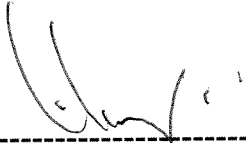
10.1 This agreement may be executed in multiple parts, each of which shall be deemed an original and together constitute one sole agreement.

10.2 This instrument contains the sole agreement relating to this venture. It correctly sets out the parties' rights and obligations.

10.3 Any prior agreements, promises, negotiations, or representations not expressly set forth in this instrument have no force or effect.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

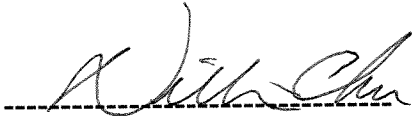
By:



The Assignor: LAWMAN INTERNATIONAL LIMITED

Representative: CHU CHIU MAN DANIEL

By:



The Assignee: LAWMAN HOLDINGS LIMITED

Representative: WILLIAM CHU