

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PHX AP Acquisition, LLC		11/20/2009	LIMITED LIABILITY COMPANY: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortune Glow Development Ltd.		
<b>Street Address:</b>	1503, 15/F, Jubilee centre, 42-46 Gloucester Rd.		
<b>City:</b>	Wanchai		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	CORPORATION: HONG KONG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1360305	CARVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)743-8963		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-260-4797		
<b>Email:</b>	ahong@wpat.com		
<b>Correspondent Name:</b>	WPAT, PC INTELLECTUAL PROPERTY ATTORNEYS		
<b>Address Line 1:</b>	2030 MAIN STREET, SUITE 1300		
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	17506-000		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	WPAT, P.C.		
<b>Address Line 1:</b>	2030 Main Street, Suite 1300		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		

OP \$40.00 1360305

NAME OF SUBMITTER:	Anthony King
Signature:	/Anthony King/
Date:	04/08/2010
<b>Total Attachments: 6</b> source=PHX to FGD#page1.tif source=PHX to FGD#page2.tif source=PHX to FGD#page3.tif source=PHX to FGD#page4.tif source=PHX to FGD#page5.tif source=PHX to FGD#page6.tif	

## TRADEMARK SALE AND TRANSFER AGREEMENT

This TRADEMARK SALE AND TRANSFER AGREEMENT (this "Agreement") is entered into as of November 20<sup>th</sup>, 2009 (the "Effective Date") by and among PHX AP ACQUISITION, LLC, an Oregon limited liability company doing business as "Rodin" with its principal place of business at 9200 N Decatur Street, Portland, Oregon 97203 ("Seller"), FORTUNE GLOW DEVELOPMENT LTD., a private limited company formed under the laws of Hong Kong Special Administrative Region, with its principal place of business at 1503, 15/F, Jubilee centre, 42-46 Gloucester Rd., Wanchai, Hong Kong ("Buyer"), and only with respect to Section 2 of this Agreement, HOMNI ENTERPRISES COMPANY LTD, a Limited Liability Company, with its principal place of business at Taipei, Taiwan ("Homni"). In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

### Recitals

WHEREAS, Seller is the owner of the trademark and service mark CARVER and the domain names [www.carverusa.com](http://www.carverusa.com) and [www.carverpro.com](http://www.carverpro.com); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title, and interest in and to such marks and domain names.

### Agreement

NOW THEREFORE, in consideration of the foregoing recitals and the promises set forth herein and other valuable consideration, which the parties acknowledge is adequate, the parties agree as follows:

1. Sale and Purchase of Trademarks. Seller agrees to sell and assign to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title, and interest in and to (i) the Marks, as defined in the Trademark Assignment attached hereto as Exhibit A (the "Trademark Assignment"), including all rights to sue for past, present, and future infringement, (ii) the domain names [www.carverusa.com](http://www.carverusa.com) and [www.carverpro.com](http://www.carverpro.com) (collectively, the "Domain Names"), and (iii) goodwill associated with the foregoing. Seller shall execute and deliver the Trademark Assignment and a Domain Name Assignment in the form attached hereto as Exhibit B (the "Domain Name Assignment"). Furthermore, except as stated elsewhere in this Agreement, Buyer agrees to assume all liabilities associated with the Marks and the Domain Names.

2. Purchase Price. In consideration of the assignment of the Marks and Domain Names hereunder, Buyer shall pay to Seller a purchase price of One Hundred Seventy Thousand Dollars (US\$170,000) ("Purchase Price"), which shall be paid as follows:

(a) Buyer shall pay to Seller One Hundred Twenty Thousand Dollars (US\$120,000) in immediately available U.S. funds via wire transfer at the Closing (as defined below); and

(b) Buyer shall apply the remaining Fifty Thousand Dollars (US\$50,000) of the Purchase Price to reduce Seller's total indebtedness to Homni outstanding immediately prior to the Effective Date. Seller, Buyer, and Homni acknowledge that Seller's total indebtedness to Homni before application of the portion of the Purchase Price pursuant to the foregoing sentence is equal to One Hundred Fifty-Five Thousand Dollars (US\$155,000). Immediately after such amounts are applied to reduce Seller's indebtedness to Homni, which shall occur automatically upon the Closing (as defined

below) without any further action by the parties, the total outstanding indebtedness of Seller to Homni shall be equal to One Hundred Five Thousand Dollars (US\$105,000).

Homni agrees and acknowledges that it materially benefits from transfer of the Marks and the Domain Names to Buyer and Buyers' other rights under this Agreement, and that transfer of the Marks and Domain Names to Buyer and Seller's other obligations under this Agreement constitute good, valuable, and adequate consideration in exchange for Homni's performance pursuant to subparagraph (b) of this Section 2.

3. Consent of Lenders. As a condition to Buyer's and Homni's obligations to perform at Closing, Seller shall deliver to Buyer written consents executed by each of Silicon Valley Bank, a California corporation, and VenCore Solutions, LLC, a Delaware limited liability company ("Vencore") under which each of Silicon Valley Bank and Vencore (a) consent to the sale of the Marks and Domain Names hereunder and (b) release the Trademarks and Domain Names from their respective security interests in and to all of Seller's assets (collectively, the "Lenders' Consents").

4. Closing. The consummation of the transactions contemplated under this Agreement (the "Closing") shall be deemed to occur when all of the following have occurred: (i) the parties have executed and delivered this Agreement, (ii) the cash component of the Purchase Price set forth in Section 2(a) is paid in full, (iii) the debt reduction component of the Purchase Price set forth in Section 2(b) is applied, and (iv) Seller has executed and delivered the Trademark Assignment, the Domain Name Assignment, and the Lenders' Consents.

5. Representations and Warranties of Seller; Disclaimer. The following representations and warranties of Seller are made as of the Effective Date and as of the Closing.

5.1 Authorization. Seller represents to Buyer that it has the full right, power and authority to enter into and perform its obligations under this Agreement, and this Agreement when executed and delivered by Seller will constitute valid and binding obligations of Seller, enforceable in accordance with its terms. Seller is a limited liability company organized and existing under the laws of the State of Oregon, country of the United States of America.

5.2 Trademarks. Seller represents to Buyer that it has previously applied for or obtained registration of the Marks in the jurisdictions listed in Exhibit A-2 to the Trademark Assignment. To Seller's actual knowledge, it is the owner of all right, title and interest to the Marks and to Seller's actual knowledge, the Marks' registration in the jurisdictions listed in Exhibit A-2 are valid and in good standing. To Seller's actual knowledge, there is no outstanding indebtedness incurred by Seller for which a valid lien or other security interest could be filed against the Marks in the respective trademark registries, except for security interests in and to all of Seller's assets in favor of Silicon Valley Bank and VenCore. To the Seller's actual knowledge, there are no past due fees or payments owed to the respective trademark registries relating to the Marks. For purposes of this Agreement, "Seller's actual knowledge" means the actual knowledge, without duty to investigate, of Thomas P. O'Mara and James R. Coonan.

5.3 Domain Names. Seller represents and warrants to Buyer that, as of the Effective Date, Seller is the registrant of the Domain Names. To Seller's actual knowledge, it is the owner of all right, title and interest to the Domain Names. To Seller's actual knowledge, there are no past due fees or payments owed to the registrars of the Domain Names.

5.4 No Pending Infringement Actions; Indemnity. In each case to Seller's actual knowledge, there are no pending or threatened infringement actions against the Marks and the Domain Names, there are not any known facts which would provide the basis for such an infringement action, and there are no third parties located anywhere in the world who are infringing or have previously infringed Seller's right in and to the Marks or the Domain Names. Seller agrees to indemnify, defend, and hold harmless Buyer and its officers, directors, employees, affiliates, and representatives from and against any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses (including reasonable attorneys' fees and costs) arising out of Seller's breach of the representation set forth in this Section 5.4.

5.5 DISCLAIMER. EXCEPT AS STATED ABOVE OR ELSEWHERE IN THIS AGREEMENT, SELLER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (A) THE STATUS OF THE REGISTRATIONS OR PENDING APPLICATIONS FOR REGISTRATION OF THE TRADEMARKS OR PAYMENT OF RELATED FEES, (B) THE ABSENCE OF INFRINGEMENT OF ANY TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY WITH RESPECT TO THE MARKS AND DOMAIN NAMES, AND (C) THE ENFORCEABILITY OF THE MARKS IN ANY JURISDICTION. EXCEPT AS EXPLICITLY PROVIDED ABOVE OR ELSEWHERE IN THIS AGREEMENT, THE MARKS AND DOMAIN NAMES ARE BEING SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. UNLESS CAUSED BY SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, WHETHER IN CONTRACT OR TORT, EVEN IF BUYER HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, SUBJECT TO SECTION 5.4, BUYER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, JUDGMENTS, SETTLEMENTS, FINES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF ANY CLAIM OR ACTION BROUGHT AGAINST SELLER OR BUYER AFTER THE CLOSING ALLEGING THAT THE MARKS, THE DOMAIN NAMES, OR USE THEREOF INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

6. Representations and Warranties of Buyer. Buyer represents to Seller that, as of the Effective Date and as of the Closing, it has the full right, power and authority to enter into and perform its obligations under this Agreement; this Agreement when executed and delivered by Buyer will constitute valid and binding obligations of Buyer, enforceable in accordance with its terms; and Buyer is organized and validly existing under the laws of the Hong Kong Special Administrative Region.

7. Covenants of Seller. Seller covenants and agrees that, after the Closing:

7.1 Seller will not contest Buyer's full and complete ownership of the Marks and the Domain Names, world-wide. Furthermore, Seller shall not, directly or indirectly, adopt or attempt to register similar or related names to the Marks and Domain Names.

7.2 Seller will not manufacture, advertise, market or sell any products bearing the Marks or utilizing the Domain Names without obtaining a license from Buyer.

7.3 Seller shall immediately notify Buyer, in writing, of any threatened or actual infringement or unauthorized use of the Marks or the Domain Name in the United States of America, Canada or Mexico that Seller becomes aware of and shall, at Fortune Glow's cost, provide all reasonable support to and cooperation with any enforcement efforts Fortune Glow may take to prevent or remedy such infringement.

8. Survival. The obligations of the parties under this Section 8, Sections 5.1 through 5.5, and Sections 6, 7.1 through 7.3, 9, 10, and 11 shall survive the Closing. The parties agree that any breach of the Sections 7.1 through 7.3 and Section 9 by Seller or Section 10 by either party will result in irreparable harm to the other party and that monetary damages would not be a sufficient remedy for any such breach. Accordingly, in the event of a breach or threatened breach of such provisions by one party, in addition to any other remedy provided herein or by law or in equity, the other party will be entitled to appropriate equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Each party consents and stipulates to the entry of such injunctive relief pursuant to this Section 8.

9. Further Assurances. Seller agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate or as Buyer may reasonably request from time to time to fully effect or perfect in Buyer all of Seller's worldwide right, title and interest in and to the Marks and the Domain Names and otherwise carry out the purposes and intent of this Agreement, the Trademark Assignment, and the Domain Name Assignment; provided, however, that Buyer shall be responsible for any and all fees and costs required to effect the transfer of the registrations and pending applications for registration of the Marks.

10. Confidentiality. In the performance of this Agreement, the parties may be exposed or otherwise have access to information and data that are confidential and proprietary to the parties. The parties agree that all such information and data, including without limitation specifications, pricing, blue prints, sales and service manuals, contractual arrangements, samples, correspondence, services, current or prospective customers, concepts, designs, intellectual property and any other confidential information whether or not reduced to writing are confidential and constitute trade secrets (collectively, "Confidential Information"). Each party shall keep and maintain all Confidential Information disclosed to it by the other in connection with the parties' performance under this Agreement in complete confidence and will not disclose it to any other person or entity or use it for such receiving party's own benefit or for the benefit of others without the prior written consent of the other party, except to the extent that the such receiving party can establish competent written proof that such information: (a) was in the public domain at the time of disclosure; (b) later became part of the public domain through no act or omission of such receiving party, its employees, agents, successors or assigns; (c) was lawfully disclosed to such receiving party by a third party having the right to disclose it; (d) was already known by such receiving party at the time of disclosure; (e) was independently developed by such receiving party, or (f) is required by law or regulation to be disclosed.

## 11. Miscellaneous.

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of law rules. Any dispute arising out of or related to this Agreement (including any agreements or documents

incorporated herein by reference), or the breach thereof shall be brought in the state or federal courts sitting in Orange County, California, and the parties hereby waive any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personal jurisdiction over it and consents to service of process in any manner authorized by Oregon law. The prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and enforce the final judgment.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein, and all prior or contemporaneous agreements and negotiations, either written or verbal, are superseded entirely by this Agreement.

11.3 Severability. If any term, provision or covenant or condition of this Agreement is held invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect.

11.4 Counterparts: Facsimile or Electronic Transmission. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic (PDF) transmission shall be as effective as delivery of a manually signed counterpart hereof.

11.5 Interpretation. The headings used in this Agreement shall not be considered in the interpretation of this Agreement.

11.6 Attorneys' Fees. If any action or other legal proceeding is brought by any party hereto for the enforcement of this Agreement for any reason, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which such prevailing party may be entitled.

[Signature page follows]


IN WITNESS WHEREOF, the undersigned have executed this Trademark Sale and Transfer Agreement effective as of the date first written above.


**SELLER**

**BUYER**

PHX AF ACQUISITION, LLC

FORTUNE GLOW DEVELOPMENT LTD.

By:   
Name: Tom O'Mara  
Title: CEO/President

By:   
Name: Davis Wang  
Title: CEO/President

**SECTION 2 AGREED TO AND ACKNOWLEDGED BY:**

Homni Enterprises Company Ltd.

By:   
Name: Vincent Lin  
Title: President

   
**TRADEMARK**