

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

04/08/2010  
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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
Fortune Glow Development Ltd.		04/02/2010	CORPORATION: BRITISH VIRGIN ISLANDS
RECEIVING PARTY DATA			
Name:	Carver Holdings Group Limited		
Street Address:	1603, 15F Jubilee centre, 42-46 Gloucester Road		
City:	Wanchai		
State/Country:	HONG KONG		
Entity Type:	CORPORATION: <u>Hong Kong</u>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1360305	CARVER	
CORRESPONDENCE DATA			
Fax Number:	(949)743-8983		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-260-4797		
Email:	ahong@wpat.com		
Correspondent Name:	WPAT, PC INTELLECTUAL PROPERTY ATTORNEYS		
Address Line 1:	2030 MAIN STREET, SUITE 1300		
Address Line 4:	IRVINE, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	17500-000		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

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Address Line 4:	
NAME OF SUBMITTER:	Anthony King
Signature:	/Anthony King/
Date:	04/08/2010
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**TRADEMARK TRANSFER AGREEMENT**

This TRADEMARK TRANSFER AGREEMENT (this "Agreement") is entered into as of April 02<sup>nd</sup>, 2010 (the "Effective Date") by **Fortune Glow Development Co., Ltd.**, a company duly registered in the British Virgin Islands (BVI) with office address at 1603, 15F, Jubi lee centre, 42-46 Gloucester Road, Wanchai, Hong Kong, as represented by Mr. Davis Wang (herein after referred to as the "Transferor"), **Carver Holdings Group Limited**, a company duly registered in the British Virgin Islands (BVI) with office address at Unit 812, Asian House, 1 Hennessy Road, Wanchai, Hong Kong, as represented by Mr. LIN, CHAO YANG (herein after referred to as "Transferee"). In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

**Recitals**

WHEREAS, Transferor is the owner of the trademark, logos and service mark CARVER and the domain names www.carverusa.com and www.carverpru.com; and

WHEREAS, Transferor desires to transfer to Transferee, and Transferee desires to receive from Transferor, all of Transferor's right, title, and interest in and to such marks, logos 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. Transfer of Trademarks. Transferor agrees to transfer and assign to Transferee, and Transferee agrees to transfer from Transferor, all of Transferor's right, title and all rights to sue for past, present, and future infringement to (i) the domain names www.carverusa.com and www.carverpru.com (collectively, the "Domain Names"), and (ii) goodwill associated with the foregoing. Transferor shall execute and deliver the Trademark Assignment and a Domain Name Assignment. Furthermore, except as stated elsewhere in this Agreement, Transferee agrees to assume all liabilities associated with the Trademark, Logos, and the Domain Names.

2. Transfer Price. In consideration of both parties partnership and the assignment of the Marks and Domain Names hereunder, Transferee shall not pay any purchase price to Transferor.

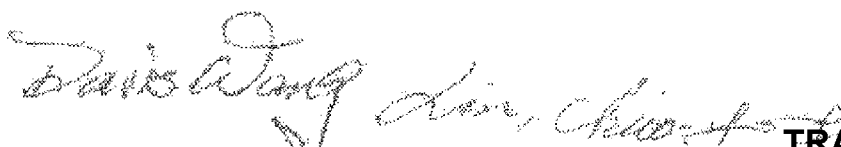
3. Representations and Warranties of Transferor/Transferee. The following representations and warranties of Transferee are made as of the Effective Date and as of the Closing.

3.1 Trademarks. Transferee represents Transferor that it has previously applied for or obtained registration of the Marks in the jurisdictions to the Trademark Assignment.

3.2 Domain Names. Transferee represents and warrants to Transferor that, as of the Effective Date, Seller is the registrant of the Domain Names.

4. Representations and Warranties of Transferee. Transferee represents Transferor 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 Transferee will constitute valid and binding obligations of Transferee, enforceable in accordance with its terms; and Buyer is organized and validly existing under the laws of the Hong Kong Special Administrative Region.

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**TRADEMARK**

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5. Miscellaneous.

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, 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 courts sitting in the Hong Kong Special Administrative Region, 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 Hong Kong 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.

5.2 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.

5.3 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.

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

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

TRANSFEROR

TRANSFeree

Fortune Glow Development Co., Ltd.

Carver Holdings Group Limited

By: *Davis Wang*  
Name: Davis Wang  
Title: CEO/President  
Date: 2<sup>nd</sup>, April, 2010

By: *Lin Chao Yang*  
Name: LIN, CHAO YANG  
Title: President  
Date: 2<sup>nd</sup>, April, 2010