

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HUGO TALENTED LIMITED		06/30/2010	COMPANY: HONG KONG

RECEIVING PARTY DATA

Name:	HTP FASHION LIMITED
Street Address:	3/F, Centennial Building,
Internal Address:	924-926 Cheung Sha Wan Road
City:	Kowloon
State/Country:	HONG KONG
Entity Type:	COMPANY: HONG KONG

PROPERTY NUMBERS Total: 4

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

CORRESPONDENCE DATA

Fax Number: (212)575-0671
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-790-9200
 Email: trademark@cll.com, gta@cll.com
 Correspondent Name: William M. Borchard
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Cowan, Liebowitz & Latman, P.C.
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 27940.008/WMB/GA

DOMESTIC REPRESENTATIVE

900176579

**TRADEMARK
 REEL: 004422 FRAME: 0917**

OP \$115.00 2902378

Name: William M. Borchard
Address Line 1: 1133 Avenue of th Americas
Address Line 2: Cowan, Liebowitz & Latman, P.C.
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

William M. Borchard

Signature:

/William M. Borchard/

Date:

11/30/2010

Total Attachments: 7

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TRADE MARKS ASSIGNMENT

DATED 30 June, 2010

HUGO TALENT LIMITED

and

HTP FASHION LIMITED

THIS ASSIGNMENT is dated 30 June 2010

BETWEEN:

- (1) **HUGO TALENT LIMITED**, (啓彥有限公司), a company under the laws of Hong Kong, with registration No. 1182173 (Assignor); and
- (1) **HTP FASHION LIMITED**, a company under the laws of Hong Kong, with registration No. 1383208 (Assignee).

BACKGROUND

- (A) The Assignor is the proprietor or beneficial owner of the Trade Marks listed in the Schedule to this Agreement.
- (B) The Assignor has agreed to assign the Trade Marks and all the Trade Mark Rights to the Assignee on the terms of this Agreement.

IT IS AGREED:

1. INTERPRETATION

- 1.1 In this Agreement:

Trade Marks means the registered trade marks and the applications for registration of trade marks set out in the Schedule to this Agreement.

Trade Mark Rights means (i) rights in Trade Marks, (ii) rights to apply for registration of any of the foregoing rights and (iii) all other rights in equivalent or similar forms of protection existing anywhere in the world;

- 1.2 The headings in this Agreement do not affect its interpretation.

2. ASSIGNMENT

- 2.1 In consideration of payment by the Assignee of the sum of HK\$1.00 to the Assignor (receipt of which is acknowledged by the Assignor), the Assignor hereby assigns to the Assignee with full title guarantee, all property, right, title and interest in the Trade Marks and the Trade Mark Rights together with the goodwill of the business concerned in the goods with respect to which the Trade Marks are registered or applied for.
- 2.2 The assignment under this Agreement includes all rights and benefits relating to the Trade Marks and the Trade Mark Rights including (without limitation) the right of the Assignee to bring action and claim relief in respect of any infringement or unauthorised use of Trade Marks or the Trade Mark Rights whether occurring before, on, or after the date of this Agreement.
- 2.3 The assignment under this Agreement includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Trade Marks, and to claim priority from those applications.
- 2.4 The Assignor agrees to sign any documents and to do all other things which are necessary to give effect to the assignment under this Agreement to enable the Assignee to fulfil all relevant national

registry requirements for the recordal of the assignment of the Trade Mark Rights and, in particular, the Trade Marks, in those registries.

3. WARRANTIES

3.1 The Assignor represents and warrants to the Assignee that it is the registered proprietor or beneficial owner of all rights in the Trade Marks free of all liens, charges, options, licences and encumbrances.

4. GENERAL

4.1 The Assignor shall transfer to the Assignee (or to a nominee appointed by the Assignee) all records, data and information (in any medium) which are in the Assignor's possession, power or control (or those of its professional advisers and agents) and which relate to the Trade Marks or the Trade Mark Rights assigned by it under this Agreement within 14 days of this Agreement.

4.2 This Agreement is governed by laws of Hong Kong Special Administrative Region ("Hong Kong").

4.3 The parties agree that the Hong Kong courts are to have jurisdiction to settle any disputes which may arise in connection with this Agreement and that any proceedings arising in connection with this Agreement may be brought to those courts.

SCHEDULE
TRADE MARKS

A. Registered Trade Marks

<u>Country</u>	<u>Trade Mark</u>	<u>Holder of Record</u>	<u>Reg. No./ (Appl. No.)</u>	<u>Class(es)</u>	<u>Status</u>	<u>Reg. Date/ (Appl. Date)</u>
ARGENTINA	Z-BRAND	Richwear Holdings Ltd.	2258422	25	REGISTERED	18-Nov-08
ARGENTINA	Z-BRAND (crown design)	Richwear Holdings Ltd.	2.211.367	25	REGISTERED	25-Jan-08
AUSTRALIA	Z-BRAND	Richwear Holdings Ltd.	964613	25	REGISTERED	22-Jul-04
AUSTRALIA	Z-BRAND (crown design)	Richwear Holdings Ltd.	1159263	25	REGISTERED	08-Nov-07
CANADA	Z-BRAND	Richwear Holdings Ltd.	TMA670,932	N/A	REGISTERED	23-Aug-06
CHILE	Z-BRAND	Richwear Holdings Ltd.	847.557	25	REGISTERED	23-04-2009
COLUMBIA	Z-BRAND (crown design)	Richwear Holdings Ltd.	326403	25	REGISTERED	28-Nov-06
EUROPEAN UNION	Z-BRAND	Richwear Holdings Ltd.	3347580	25	REGISTERED	20-Nov-07
EUROPEAN UNION	Z-BRAND (crown design)	Richwear Holdings Ltd.	5659263	25	REGISTERED	16-Feb-09
EUROPEAN UNION	Z-BRAND	Richwear Holdings Ltd.	6141212	9, 18, 35	REGISTERED	03-Dec-08
GUATEMALA	Z-BRAND	Richwear Holdings Ltd.	153584	25	REGISTERED	22-Jan-06
GUATEMALA	Z-BRAND (crown design)	Richwear Holdings Ltd.	156422	25	REGISTERED	29-Apr-08
HONG KONG	Z-BRAND (crown design)	Richwear Holdings Ltd.	300600306	25	REGISTERED	19-Jan-07
HONG KONG	Z-BRAND	Richwear Holdings Ltd.	300800315	25	REGISTERED	19-Jan-07
ISRAEL	Z-BRAND	Richwear Holdings Ltd.	197,742	25	REGISTERED	07-Oct-08
ISRAEL	Z-BRAND (crown design)	Richwear Holdings Ltd.	197,743	25	REGISTERED	07-Oct-08
JAPAN	Z-BRAND	Richwear Holdings Ltd.	4826668	25	REGISTERED	24-Dec-04
JAPAN	Z-BRAND (crown design)	Richwear Holdings Ltd.	5052083	25	REGISTERED	01-Jun-07
JAPAN	Z-BRAND	Richwear Holdings Ltd.	5141629	18	REGISTERED	13-Jun-08
JAPAN	Z-BRAND	Richwear Holdings Ltd.	5091803	25	REGISTERED	16-11-2007
JORDAN	Z-BRAND	Richwear Holdings Ltd.	97484	25	REGISTERED	30-Oct-07
JORDAN	Z-BRAND (crown design)	Richwear Holdings Ltd.	97485	25	REGISTERED	09-Oct-08
LEBANON	Z-BRAND (crown design)	Richwear Holdings Ltd.	108608	25	REGISTERED	01-Nov-06

LEBANON	Z-BRAND	Richwear Holdings Ltd.	108611	25	REGISTERED	01-Nov-06
MACAU	Z-BRAND (crown design)	Richwear Holdings Ltd.	N/26709	25	REGISTERED	05-Oct-07
MAURITIUS	Z-BRAND (crown design)	Richwear Holdings Ltd.	4453/2008	25	REGISTERED	08-Mar-07
MAURITIUS	Z-BRAND	Richwear Holdings Ltd.	4484/2008	25	REGISTERED	02-Mar-07
MEXICO	Z-BRAND (crown design)	Richwear Holdings Ltd.	1,029,240	25	REGISTERED	07-Mar-08
NEW ZEALAND	Z-BRAND	Richwear Holdings Ltd.	684034	25	REGISTERED	05-Jul-04
NEW ZEALAND	Z-BRAND (crown design)	Richwear Holdings Ltd.	762618	25	REGISTERED	02-Aug-07
NORWAY	Z-BRAND (crown design)	Richwear Holdings Ltd.	240543	25	REGISTERED	28-Aug-07
NORWAY	Z-BRAND	Richwear Holdings Ltd.	240563	25	REGISTERED	29-Aug-07
OMAN	Z-BRAND (crown design)	Richwear Holdings Ltd.	41783	25	REGISTERED	04-Oct-08
OMAN	Z-BRAND	Richwear Holdings Ltd.	41784	25	REGISTERED	04-Oct-08
PANAMA	Z-BRAND	Richwear Holdings Ltd.	165296	25	REGISTERED	24-Jul-08
PHILIPPINES	Z-BRAND	Richwear Holdings Ltd.	4-2007-500150	25	REGISTERED	01-Dec-07
PHILIPPINES	Z-BRAND (crown design)	Richwear Holdings Ltd.	4-2007-500151	25	REGISTERED	17-Dec-07
QATAR	Z-BRAND	Richwear Holdings Ltd.	41544	25	REGISTERED	23-Apr-08
QATAR	Z-BRAND (crown design)	Richwear Holdings Ltd.	41545	25	REGISTERED	15-Apr-08
RUSSIA	Z-BRAND (crown design)	Richwear Holdings Ltd.	325861	25	REGISTERED	08-May-06
SINGAPORE	Z-BRAND (crown design)	Richwear Holdings Ltd.	T08/02377E	25	REGISTERED	08-Feb-06
SOUTH KOREA	Z-BRAND (crown design)	Richwear Holdings Ltd.	700983	25	REGISTERED	06-Mar-07
SOUTH AFRICA	Z-BRAND	Richwear Holdings Ltd.	2006/01977	25	REGISTERED	21-07-2009
SWITZERLAND	Z-BRAND	Richwear Holdings Ltd.	557864	25	REGISTERED	01-May-07
SWITZERLAND	Z-BRAND (crown design)	Richwear Holdings Ltd.	557941	25	REGISTERED	01-May-07
TAIWAN	Z-BRAND	Richwear Holdings Ltd.	01228937	25	REGISTERED	16-Sep-06
TAIWAN	Z-BRAND (crown design)	Richwear Holdings Ltd.	01258712	25	REGISTERED	16-Apr-07
TURKEY	Z-BRAND (crown design)	Richwear Holdings Ltd.	07010953	25	REGISTERED	26-Mar-07
USA	Z-BRAND	Hugo Talent Ltd.	2,902,378	25	REGISTERED	09-Nov-04

USA	<i>Z-BRAND (crown design)</i>	Hugo Talent Ltd.	3,182,528	25	REGISTERED	12-Dec-06
USA	<i>Z-BRAND (alt. crown design)</i>	Hugo Talent Ltd.	3,185,520	25	REGISTERED	19-Dec-06
USA	<i>BRAND Z</i>	Hugo Talent Ltd.	3,034,946	25	REGISTERED	27-Dec-05

B. Trade Mark Applications

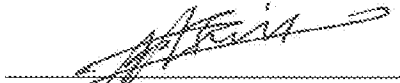
Country	Trade Mark	Holder of Record	Reg. No./ (Appl. No.)	Class(es)	Status	Reg. Date/ (Appl. Date)
BAHRAIN	<i>Z-BRAND</i>	Richwear Holdings Ltd.	(60446)	25	PENDING	(30-10-2007)
BAHRAIN	<i>Z-BRAND (crown design)</i>	Richwear Holdings Ltd.	(60447)	25	PENDING	(30-10-2007)
CHILE	<i>Z-BRAND (crown design)</i>	Richwear Holdings Ltd.	(761,893)	25	PENDING	(06-02-2007)
CHINA	<i>Z-BRAND</i>	Richwear Holdings Ltd.	(3686997)	25	PENDING	(26-Aug-03)
CHINA	<i>Z-BRAND (crown design)</i>	Richwear Holdings Ltd.	(4293167)	25	PENDING	(29-Sep-04)
INDIA	<i>Z-BRAND</i>	Richwear Holdings Ltd.	(1531604)	25	PENDING	(15-02-2007)
INDIA	<i>Z-BRAND (crown design)</i>	Richwear Holdings Ltd.	(1531607)	25	PENDING	(15-02-2007)
INDONESIA	<i>Z-BRAND</i>	Richwear Holdings Ltd.	(D00,2007,00 6834)	25	PENDING	(06-03-2007)
INDONESIA	<i>Z-BRAND and Crown device</i>	Richwear Holdings Ltd.	(D00,2007,00 6833)	25	PENDING	(06-03-2007)
KUWAIT	<i>Z-BRAND</i>	Richwear Holdings Ltd.	(79945)	25	PENDING	(03-10-2006)
KUWAIT	<i>Z-BRAND (crown design)</i>	Richwear Holdings Ltd.	(79946)	25	PENDING	(03-10-2006)
MALAYSIA	<i>Z-BRAND</i>	Richwear Holdings Ltd.	(07019127)	25	PENDING	(27-09-2007)
MALAYSIA	<i>Z-BRAND (crown design)</i>	Richwear Holdings Ltd.	(07019131)	25	PENDING	(27-09-2007)
SAUDI ARABIA	<i>Z-BRAND</i>	Richwear Holdings Ltd.	(123502)	25	PENDING	
SRI LANKA	<i>Z-BRAND</i>	Richwear Holdings Ltd.	(137593)	25	PENDING	(19-02-2007)
SRI LANKA	<i>Z-BRAND (crown design)</i>	Richwear Holdings Ltd.	(137591)	25	PENDING	(19-02-2007)
UNITED ARAB EMIRATES		Richwear Holdings Ltd.	(85928)	25	PENDING	

SIGNATURES

This Agreement has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

For and on behalf of

HUGO TALENT LIMITED

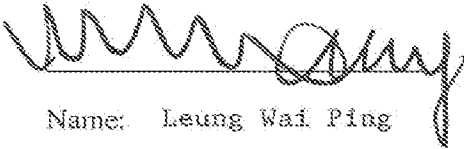


Name: Martine Mang Ngai

Position: Director

For and on behalf of

HTP FASHION LIMITED



Name: Leung Wai Ping

Position: Director