

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the conveying party's name listed incorrectly on the recordal cover sheet previously recorded on Reel 004422 Frame 0917. Assignor(s) hereby confirms the conveying party should be recorded as HUGO TALENT LIMITED. A copy of the original recordal sheet is attached.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hugo Talent Limited		08/30/2010	COMPANY: HONG KONG

**RECEIVING PARTY DATA**

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

OP \$115.00 2902378

ATTORNEY DOCKET NUMBER:

27940-008.WMB.GA

**DOMESTIC REPRESENTATIVE**

**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

**NAME OF SUBMITTER:**

William M. Borchard

**Signature:**

/William M. Borchard/

**Date:**

12/14/2010

**Total Attachments: 9**

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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**, (格彦有限公司), 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.	2256422	25	REGISTERED	19-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.	6669263	25	REGISTERED	16-Feb-09
EUROPEAN UNION	Z-BRAND	Richwear Holdings Ltd.	8141212	9,18, 35	REGISTERED	03-Dec-08
GUATEMALA	Z-BRAND	Richwear Holdings Ltd.	153584	25	REGISTERED	22-Jan-08
GUATEMALA	Z-BRAND (crown design)	Richwear Holdings Ltd.	156422	25	REGISTERED	29-Apr-08
HONG KONG	Z-BRAND (crown design)	Richwear Holdings Ltd.	300800306	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.	4828668	25	REGISTERED	24-Dec-04
JAPAN	Z-BRAND (crown design)	Richwear Holdings Ltd.	5052063	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/26700	25	REGISTERED	05-Oct-07
MAURITIUS	Z-BRAND (crown design)	Richwear Holdings Ltd.	4453/2008	25	REGISTERED	06-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.	884034	25	REGISTERED	06-Jul-04
NEW ZEALAND	Z-BRAND (crown design)	Richwear Holdings Ltd.	762818	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.	41763	25	REGISTERED	04-Oct-06
OMAN	Z-BRAND	Richwear Holdings Ltd.	41784	25	REGISTERED	04-Oct-06
PANAMA	Z-BRAND	Richwear Holdings Ltd.	166296	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-06
QATAR	Z-BRAND (crown design)	Richwear Holdings Ltd.	41545	25	REGISTERED	15-Apr-06
RUSSIA	Z-BRAND (crown design)	Richwear Holdings Ltd.	925861	25	REGISTERED	06-May-06
SINGAPORE	Z-BRAND (crown design)	Richwear Holdings Ltd.	T06/02377E	25	REGISTERED	06-Feb-06
SOUTH KOREA	Z-BRAND (crown design)	Richwear Holdings Ltd.	700863	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.	557884	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	<b>Z-BRAND (crown design)</b>	Hugo Talent Ltd.	3,182,528	25	REGISTERED	12-Dec-06
USA	<b>Z-BRAND (alt. crown design)</b>	Hugo Talent Ltd.	3,185,520	25	REGISTERED	19-Dec-06
USA	<b>BRAND Z</b>	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	<b>Z-BRAND</b>	Richwear Holdings Ltd.	(60446)	25	PENDING	(30-10-2007)
BAHRAIN	<b>Z-BRAND (crown design)</b>	Richwear Holdings Ltd.	(60447)	25	PENDING	(30-10-2007)
CHILE	<b>Z-BRAND (crown design)</b>	Richwear Holdings Ltd.	(761,893)	25	PENDING	(06-02-2007)
CHINA	<b>Z-BRAND</b>	Richwear Holdings Ltd.	(3688997)	25	PENDING	(26-Aug-03)
CHINA	<b>Z-BRAND (crown design)</b>	Richwear Holdings Ltd.	(4293167)	25	PENDING	(29-Sep-04)
INDIA	<b>Z-BRAND</b>	Richwear Holdings Ltd.	(1531604)	25	PENDING	(15-02-2007)
INDIA	<b>Z-BRAND (crown design)</b>	Richwear Holdings Ltd.	(1531607)	25	PENDING	(15-02-2007)
INDONESIA	<b>Z-BRAND</b>	Richwear Holdings Ltd.	(D00.2007.00 6834)	25	PENDING	(06-03-2007)
INDONESIA	<b>Z-BRAND and Crown device</b>	Richwear Holdings Ltd.	(D00.2007.00 6833)	25	PENDING	(06-03-2007)
KUWAIT	<b>Z-BRAND</b>	Richwear Holdings Ltd.	(79945)	25	PENDING	(03-10-2006)
KUWAIT	<b>Z-BRAND (crown design)</b>	Richwear Holdings Ltd.	(79946)	25	PENDING	(03-10-2006)
MALAYSIA	<b>Z-BRAND</b>	Richwear Holdings Ltd.	(07019127)	25	PENDING	(27-09-2007)
MALAYSIA	<b>Z-BRAND (crown design)</b>	Richwear Holdings Ltd.	(07019131)	25	PENDING	(27-09-2007)
SAUDI ARABIA	<b>Z-BRAND</b>	Richwear Holdings Ltd.	(123502)	25	PENDING	
SRI LANKA	<b>Z-BRAND</b>	Richwear Holdings Ltd.	(137593)	25	PENDING	(19-02-2007)
SRI LANKA	<b>Z-BRAND (crown design)</b>	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

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<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>
HUGO TALENTED LIMITED		06/30/2010	COMPANY: HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HTP FASHION LIMITED		
<b>Street Address:</b>	3/F, Centennial Building,		
<b>Internal Address:</b>	924-926 Cheung Sha Wan Road		
<b>City:</b>	Kowloon		
<b>State/Country:</b>	HONG KONG		
<b>Entity Type:</b>	COMPANY: HONG KONG		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2902378	Z-BRAND	
<b>Registration Number:</b>	3182528	Z BRAND	
<b>Registration Number:</b>	3185520	Z BRAND	
<b>Registration Number:</b>	3034946	BRAND Z	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)575-0671		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-790-9200		
<b>Email:</b>	trademark@ccl.com, gta@ccl.com		
<b>Correspondent Name:</b>	William M. Borchard		
<b>Address Line 1:</b>	1133 Avenue of the Americas		

TRADEMARK

REEL: 004432 FRAME 0728

<b>Address Line 2:</b>	Cowan, Liebowitz & Latman, P.C.
<b>Address Line 4:</b>	New York, NEW YORK 10036
<b>ATTORNEY DOCKET NUMBER:</b>	27940.008/WMB/GA
<b>DOMESTIC REPRESENTATIVE</b>	
<b>Name:</b>	William M. Borchard
<b>Address Line 1:</b>	1133 Avenue of th Americas
<b>Address Line 2:</b>	Cowan, Liebowitz & Latman, P.C.
<b>Address Line 4:</b>	New York, NEW YORK 10036
<b>NAME OF SUBMITTER:</b>	William M. Borchard
<b>Signature:</b>	/William M. Borchard/
<b>Date:</b>	11/30/2010
<b>Total Attachments: 7</b>	
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<b>RECEIPT INFORMATION</b>	
<b>ETAS ID:</b>	TM188289
<b>Receipt Date:</b>	11/30/2010
<b>Fee Amount:</b>	\$115

TRADEMARK