

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Nullification of assignment recorded at reel 4413, frame 0500

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
B.T.W. (Body Therapy Workshop) (B.V.I.) Limited		03/21/2012	CORPORATION: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	B.T.W. (Body Therapy Workshop) (B.V.I.) Limited
Street Address:	No. 192-196 Tianfeng Road
City:	Northern Industry District Jimei, Xiamen
State/Country:	CHINA
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77731796	ORGANIC WORKS
Serial Number:	77741554	GREEN CHIC & ORGANIC
Serial Number:	77813110	THE REPUBLIC OF PINK BLISS
Serial Number:	77953883	CHIC + MYSTIQUE
Serial Number:	77969118	THE REPUBLIC OF TRUE BLISS
Serial Number:	85039152	GORGEOUS HANDS
Serial Number:	85050034	THE REPUBLIC OF BEAUTYBLISS
Serial Number:	85050037	UNIVERSITY OF GORGEOUS
Serial Number:	85055862	GRADUATE TO GLAMOUR
Serial Number:	85055865	GORGELICIOUS
Serial Number:	85055869	GORGEOUS U
Serial Number:	85055871	ALMOST GORGEOUS
Serial Number:	85056058	DAD'S WORST NIGHTMARE
Serial Number:	85056067	WE DEMAND GORGEOUS

OP \$465.00 77731796

Serial Number:	85056082	LATE FOR WORK
Serial Number:	85056981	THE REPUBLIC OF CHIC MYSTIQUE
Serial Number:	85066041	PERFECT POMEGRANATE
Serial Number:	85067694	FACE TIME

CORRESPONDENCE DATA

Fax Number: (612)604-6914
Phone: 612-604-6534
Email: trademark@winthrop.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Jeffrey R. Stone
Address Line 1: 225 South Sixth Street
Address Line 2: Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 16086.1

DOMESTIC REPRESENTATIVE

Name: Jeffrey R. Stone
Address Line 1: 225 South Sixth Street
Address Line 2: Suite 3500
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Susan A. Perera

Signature: /SAP/

Date: 03/21/2012

Total Attachments: 49
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March 21, 2012

Jeffrey R. Stone
Direct Dial: (612) 604-6534
Direct Fax: (612) 604-6914
jstone@winthrop.com

USPTO Assignment Recordation Branch
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

**Re: Correction of Ownership & Nullification of Assignment at Reel 4413,
Frame 0500**
Our Ref.: 16086.1

Dear Director:

We are U.S. trademark counsel for B.T.W. (Body Therapy Workshop)(B.V.I.) Limited (“BTW”) and its Co-President Mr. Yong Ding, replacing prior counsel at the law firm of Mansfield Tanick & Cohen P.A. (“Mansfield”).

On December 1, 2011, Mansfield filed, on behalf of Mr. Ding, a request for Correction by Declaration of Incorrect Numbers Recorded Reel 4413 Frame 0500 (the “Correction”). The documents filed by Mansfield in connection with the Correction are enclosed herewith as Exhibit A. As explained in the enclosed documents the Correction was filed in support of a request that the assignment of 18 trademarks from BTW to Creative Calling Solutions (B.V.I.) Limited (“CCS”) be corrected as the assignment was not known or approved by Mr. Ding a 50% shareholder of BTW.

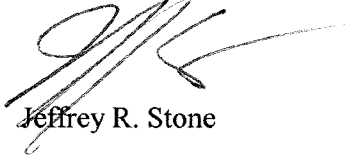
The Assignment Branch subsequently issued a Notice of Recordation of Assignment, on March 9, 2012, Exhibit B. However, ownership of the 18 marks identified in the Correction were not updated on the TARR/TESS database. Pursuant to our inquiry on March 20, 2012, with Rhonda Nicol, Supervisory Paralegal Specialist, we were instructed that the Correction should have been filed as a nullification in order to completely nullify the original assignment and correct ownership of all 18 marks listed in the original assignment from BTW to CCS.

Acting in accordance with instructions from Mr. Ding, we hereby resubmit the declaration and supporting documents provided by Mansfield as a Nullification of Assignment, and respectfully request that the Assignment Recordation Branch update the ownership of all 18 marks to correctly reflect BTW as the owner of these trademarks.

USPTO Assignment Recordation Division
March 21, 2012
Page 2

Very truly yours,

WINTHROP & WEINSTINE, P.A.



Jeffrey R. Stone

Enclosures

6775429v1

Exhibit A

01/26/2012



103639836

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



To the Director of the U. S. Patent

Documents or the new address(es) below.

1. Name of conveying party(ies):

B.T.W. (Body Therapy Workshop) (B.V.I.) Limited

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) British Virgin Islands

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 11-1-2010

- Assignment
- Security Agreement
- Other Correction by Declaration of income numbers recorded 4413 name 0500
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Chart I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory B. Perleberg

Internal Address: Mansfield, Tanick & Cohen, P.A.

Street Address: 220 South Sixth Street
Suite 1700

City: Minneapolis

State: MN Zip: 55402-4511

Phone Number: (612) 339-4295

Fax Number: (612) 339-3161

Email Address: gperleberg@mansfieldtanick.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$465.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/06/2011 DTIMBERL 00000040 7731796
Deposit Account Number _____

Authorized Use Name _____ 40.00
FC:8521 425.00
FC:0502

9. Signature:

Gregory B. Perleberg
Signature

Date

Gregory B. Perleberg

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

39

CHART I

Serial #	Mark	Filing Date	Owner	Filing Attorney	Assignment	Current Attorney	Registered
MARKS IMPROPERLY ASSIGNED							
77731796	ORGANIC WORKS	5/7/09	BTW	Alan Nemes – Husch, Blackwell, Sanders, LLP	11/12/10 From BTW to CCS	Alan Nemes – Husch, Blackwell, Sanders, LLP	
77741554	GREEN CHIC & ORGANIC	5/20/09	BTW	Alan Nemes	11/12/10 From BTW to CCS	Alan Nemes	
77813110	THE REPUBLIC OF PINK BLISS	8/26/09	BTW	Alan Nemes	11/12/10 From BTW to CCS	Alan Nemes	
77953883	CHIC + MYSTIQUE	3/9/10	BTW	Arkadia Delay – Husch, Blackwell, Sanders, LLP	11/12/10 From BTW to CCS	Arkadia Delay – Husch, Blackwell, Sanders, LLP	
77969118	THE REPUBLIC OF TRUE BLISS	3/26/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	
85039152	GORGEOUS HANDS	5/14/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	4007241
85050037	UNIVERSITY OF GORGEOUS	5/28/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	
85050034	THE REPUBLIC OF BEAUTY BLISS	5/28/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	4007309
85056058	DAD'S WORST NIGHT-MARE	6/7/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	
85055871	ALMOST GORGEOUS	6/7/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	
85055869	GORGEOUS U	6/7/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	4010321
85055865	GORGELICIOUS	6/7/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	4010320
85055862	GRADUATE TO GLAMOUR	6/7/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	
85066041	PERFECT POMEGRANATE	6/18/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	

85067694	FACETIME	6/21/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	
85056067	WE DEMAND GORGEIOUS	6/7/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	
85056082	LATE FOR WORK	6/7/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	
85056981	REPUBLIC OF CHIC MYSTIQUE	6/8/10	BTW	Arkadia Delay	11/12/10 From BTW to CCS	Arkadia Delay	

~~MARKS WHERE HUSCH BLACKWELL SANDERS WITHDREW~~

Serial #	Mark	Filing Date	Owner	Filing Attorney	Assignment	Current Attorney	Date of Change of Attorney
77709956	BODY THERAPY WORKSHOP	4/8/09	BTW	Arkadia Delay – Husch, Blackwell, Sanders, LLP	Not Assigned.	Thomas A. Polcyn – Thompson Coburn, LLP	7/15/11
77731909	BTW BODY THERAPY WORKSHOP	5/7/09	BTW	Arkadia Delay	Not Assigned	Thomas A. Polcyn	7/15/11
85056957	BTW	6/8/10	BTW	Arkadia Delay	Not Assigned	Thomas A. Polcyn	7/15/11

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**Declaration of Yong Ding, on Behalf of B.T.W. (Body Therapy Workshop)
(B.V.I.) Limited**

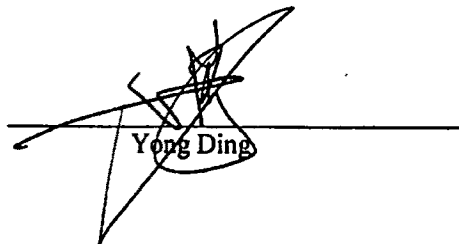
1. I make this Declaration on behalf of B.T.W. (Body Therapy Workshop) (B.V.I.) Limited (hereinafter "B.T.W."), a British Virgin Islands corporation, as the true owner of the subject trademarks, based on my personal knowledge of the facts asserted in this Declaration.
2. At all relevant times, I have been and am now the co-founder and 50% owner of B.T.W. I am one of two members of its board of directors and share its highest executive office of Co-President, as confirmed by my B.T.W. Director Declaration attached hereto as *Exhibit A* (50% shareholder and director) and certain agreements executed by me in my capacity as Co-President of B.T.W. attached hereto as *Exhibits B* and *C*.
3. B.T.W.'s other Co-President is Alan Unger. Unger is also director of Creative Calling Solutions (B.V.I.) Limited ("C.C.S."). C.C.S. owns the other 50% of B.T.W.'s shares, and itself is owned by Unger's mother-in-law, Hilja-Ann Merzin.
4. With my knowledge and approval, at the recommendation of B.T.W. Co-President Unger, B.T.W. retained as its trademark counsel Husch Blackwell LLP, a law firm located at 190 Carondelet Plaza, Suite 600, St. Louis, Missouri, 64015 ("Husch Blackwell") and Alan S. Nemes, an attorney with that firm, in order to register its trademark with United States Patent and Trademark Office. At all relevant times, B.T.W. paid such trademark counsel's invoices for legal fees and expenses.
5. Through Husch Blackwell and Nemes, B.T.W. applied to register the trademarks (the "Marks") with the USPTO listed in *Chart I*, attached hereto, as the true owner of those trademarks between March and June of 2010. B.T.W. owned the trademarks by virtue of certain agreements attached hereto as *Exhibits B* and *C*.
6. In about May 2011, I engaged Mansfield, Tanick & Cohen, P.A. ("MTC") as attorneys relating to a dispute between myself and Unger. Once I retained MTC, my attorneys made me aware for the first time of the following fact: On November 12, 2010, without my knowledge or consent, C.C.S., through Husch Blackwell and Nemes, submitted a form entitled "Trademark Assignment" (the "Assignments") to the USPTO. The Assignments conveyed ownership and registration of the Marks from B.T.W. to C.C.S. The Assignments' reel number was 004413, and its frame number was 0500. A copy of the Assignments is attached hereto as *Exhibit D*.

7. At the time of the Assignments, Nemes and Husch Blackwell simultaneously represented three interested parties with very adverse interests in the Marks: B.T.W., C.C.S., and Unger.
8. The Assignments purportedly transferred all of B.T.W.'s right in the Marks to C.C.S. However, B.T.W. could not have made that decision without my knowledge and consent as 50% owner of the company, one of its two directors and its Co-President. As such, the Assignments were void and ineffective.
9. I did not consent to the Assignments. I was not given any notice of them, directly or indirectly, by Alan Unger or B.T.W.'s legal counsel Nemes and Husch Blackwell.
10. Given Nemes's and Husch Blackwell's multiple representation of clients with materially adverse interests, they could not represent C.C.S., Unger and B.T.W. I, on behalf of B.T.W., would not have consented to their continued representation. Thus, due to their conflict of interest, Nemes and Husch Blackwell should have withdrawn from handling the Assignments and given notice of their withdrawal to all three clients, including to me for B.T.W. See USPTO Rules of Practice, 37 C.F.R. § 10.66. If such notice had been given, I would have known of Unger's plan to improperly assign B.T.W.'s Marks, and have been able to prevent it in the first place.
11. Instead, the Assignments were improperly submitted by Unger and his legal counsel to the USPTO falsely portraying B.T.W.'s assignment to C.C.S.
12. My present legal counsel, Gregory B. Perleberg and MTC, have repeatedly communicated their objection to Nemes and Husch Blackwell of their simultaneous representation of Unger, C.C.S. and B.T.W. due to their serious conflict of interest, and asked that they voluntarily reverse the improper assignment. Nemes and Husch Blackwell have refused to do so and, to my knowledge, have not notified the USPTO of their conflict of interest at the time of the improper assignment.
13. In October 2011, however, I was informed that Nemes advised Mr. Perleberg that Husch Blackwell had withdrawn from its representation of B.T.W. entirely and referred the matter of legal services regarding three other trademarks pending registration with the USPTO to another law firm located in St. Louis, Missouri. See *Chart I*. Again, I was not advised of this referral, nor have I consented to B.T.W.'s representation by this new lawyer.

14. B.T.W. was the Marks' original proposed registrant and has been and continues to be the true and correct owner of the subject Marks and their applications for registration before the USPTO.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: November 30 2011


Yong Ding

Mansfield Tanick & Cohen P.A.

Attorneys at Law



Gregory B. Perleberg
gperleberg@mansfieldtanick.com
Direct Dial: 612-341-1203

December 1, 2011

Via Facsimile and U.S. Priority Mail (with check enclosure):

Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

To the Director of the U.S. Patent and Trademark Office:

This firm represents Mr. Yong Ding regarding the improper assignment of eighteen trademarks and/or trademark applications (the "Marks"), done without the authority, knowledge, or consent of the true and correct owner and original applicant of the Marks, through trademark counsel with a glaring conflict of interest. Mr. Ding, on behalf of B.T.W. (Body Therapy Workshop) (B.V.I.) Limited (hereinafter "B.T.W."), respectfully requests that the United States Patent and Trademark Office ("USPTO") redress this wrongful assignment.

In support thereof, Mr. Ding submits the following enclosed documents:

1. Completed cover sheet;
2. Declaration of Yong Ding, on Behalf of B.T.W. (Body Therapy Workshop) (B.V.I.) Limited, with exhibits and chart;
3. Identification of Yong Ding (copy of signed passport photo ID page); and
4. Designation of Domestic Representative.

By way of preface, Mr. Ding has contacted the parties responsible for the erroneous assignments and requested that they record corrective papers, pursuant to *Trademark Manual of Examining Procedure* § 503.06(c), but they have refused to do so.

Mr. Ding brings this petition to correct the erroneous assignments pursuant to *TMEP* § 503.06(c), on behalf of B.T.W, the original owner/applicant and true and correct owner of the Marks. Mr. Ding is a 50% shareholder of B.T.W., its Co-President, and one of its two governing Directors. Mr. Ding founded B.T.W. in partnership with Creative Calling Solutions (B.V.I.) Limited (hereinafter "C.C.S."), a company controlled by Alan Unger. As evidenced by various agreements between C.C.S. and Mr. Ding, B.T.W. owns to various trademarks rights developed as part of and in furtherance of B.T.W.'s business, including the Marks at issue here.

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fax 612.339.3161
www.mansfieldtanick.com

All attorneys licensed in Minnesota.
Attorneys also licensed in California,
District of Columbia, Florida, Illinois,
New York and Wisconsin.

Branch offices in Saint-Louis Park
and Saint Paul, Minnesota

Member: Lawyers Associated Worldwide (LAW)



TRADEMARK
REEL: 004740 FRAME: 0617

Mansfield Tanick & Cohen P.A.

Attorneys at Law

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Although the working relationship between Mr. Ding and Mr. Unger began smoothly enough, Mr. Unger eventually chose to take certain actions that breached the trust and duties he owed to Mr. Ding and B.T.W. Specifically, Mr. Unger willfully misused the USPTO's assignment recordation system on November 12, 2010, to file unauthorized assignments of the Marks. Mr. Unger identified himself in the assignments as President of both B.T.W. and C.C.S., and executed them as such. The result was that Mr. Unger unilaterally and without due corporate authority conveyed ownership and registration of the Marks to C.C.S.

Mr. Ding, 50% owner of B.T.W., had absolutely no knowledge, notice, or forewarning of Mr. Unger's actions, and gave no authorization whatsoever for the assignments. He did not even become aware of them until several months later.

Mr. Unger did not act alone. He executed the trademark assignments through the law firm Husch Blackwell LLP and its attorneys, Alan S. Nemes and Arkadia Delay (collectively "Husch"). Husch had previously acted as B.T.W.'s trademark counsel with Mr. Ding's knowledge and approval. What Mr. Ding did not know was that Husch Blackwell and Mr. Nemes also represented both C.C.S. and Mr. Unger personally. Had Mr. Ding known of their multiple representation and the material conflict that it created, he would never have authorized Husch's continued representation of B.T.W. Again, Mr. Ding most certainly did not authorize Husch to effectuate any assignment of the Marks on B.T.W.'s behalf.

If Mr. Unger and C.C.S. believed that they were entitled to ownership and registration of the trademarks, they could have chosen to adjudicate the matter in a court of competent jurisdiction. Mr. Ding would have willingly abided by any ensuing judicial order. Instead, they chose to misuse the USPTO's ministerial recording system. Husch should have realized the impropriety of that action and advised against it. Instead, Husch chose not to inform Mr. Ding of their conflict of interest and assisted Mr. Unger in executing the assignments.

Mr. Unger, C.C.S., Mr. Nemes, Ms. Delay and Husch Blackwell LLP each ignored the fact that Mr. Ding's 50% ownership and Co-Presidency of B.T.W. required his authorization for any assignment of B.T.W.'s Marks. Each of those parties instead chose to act improperly and without ever informing Mr. Ding of what they had done. As a result, B.T.W., and Mr. Ding as co-owner of B.T.W., have been grievously harmed.



Mansfield Tanick & Cohen P.A.

Attorneys at Law

Page 3 of 3

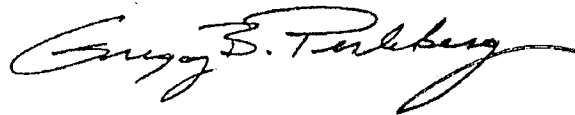
Thus, the true chain of title for the registrations and applications of the Marks should not be considered altered by the incorrect assignments. B.T.W., the original registrant has been, and continues to be, the owner of those trademarks, applications and registrations.

Accordingly, Mr. Ding, on behalf of B.T.W., respectfully requests that the USPTO reverse these patently wrongful assignments perpetrated on it and the USPTO.

Thank you for your consideration in this matter.

Very truly yours,

MANSFIELD TANICK & COHEN, P.A.



Gregory B. Perleberg



DIRECTOR DECLARATION

I, (name Ding Yong) of (address 8m703, No. 246 Yuhouan Li street, Xiamen, China) being a director of (company name B.T.W. (Body Therapy Workshop) (B.V.2) Ltd.) (the "Company") hereby confirm and declare that:

- the place of incorporation of the Company is at Simmonds Building, Wickhams Cay 1, P.O. Box 6517, Road Town, Tortola, B.V.2.
- the business address of the Company is at No. 192-176, TianTang Road, Northern Industry Distr Jimei, Xiamen, China
- the authorized capital of the Company is (total amount of authorized capital USD 50,000) divided into (total number of shares 50000) shares of (amount of authorized capital for each share USD 1.) each.
- the current director(s) of the Company are:

Name	Date of Appointment
<u>Alan Unger</u>	<u>7 Apr 2010</u>
<u>Ding Yong</u>	<u>20 Apr 2010</u>

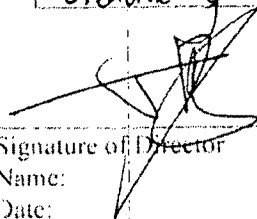
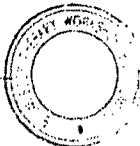
- the current secretary of the Company is:

Name	Date of Appointment
<u>Coverdale Trust Services Ltd</u>	<u>23 Mar 2009</u>

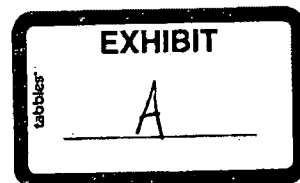
- the current principal shareholder(s) (i.e. companies/individuals with 10% or more of the shares/voting rights of the Company, of which none are held in the form of bearer shares) are:

Name	% of Shares / Voting Rights
<u>Ding Yong</u>	<u>50%</u>
<u>Creative Calling Solutions (B.V.2) Ltd</u>	<u>50%</u>

Signature of Director
Name:
Date:

15 Apr 2010
D



Questionnaire¹

问卷

I/We confirm that I/we am/are the principal shareholder(s)/beneficial owner(s)² of L7.W. Body Therapy Workshop (P.V.) Ltd. (name of the overseas company) (the "Overseas Company"), and as such, I/we reply to the following questions. 本人/我等确认本人/我等为 L7.W. Body Therapy Workshop (P.V.) Ltd. (境外公司名称) (以下简称“境外公司”)的主要股东/实益拥有人, 并回答以下问题。

Question 问题:

Does the Overseas Company hold or intend to hold any equity interest in any enterprise in the mainland China? 境外公司是否持有或计划持有任何中国内地企业的股权?

Yes 是

No 否

Question (need to be answered if the reply to the first question above is "Yes")问题 (若第一个问题的答案为“是”, 须回答本问题):

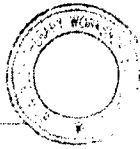
Have you conducted or do you intend to conduct any equity financing activities outside the mainland China through the Overseas Company (e.g. IPOs, issuing of convertible bonds, etc.)? 您/您们有无通过境外公司在中国内地以外进行或计划进行股权融资(例如上市、发行可转换债等)?

Yes 是

No 否

Signature 签字

Name 姓名



15 Apr 2010

¹ This questionnaire serves as additional KYC for the opening of overseas corporate accounts with the Bank. It should be completed by the principal shareholders/beneficial owners of any overseas corporate customer who are PRC citizens (other than Hongkong, Macao, Taiwan residents) or foreign citizens, Hongkong, Macao, Taiwan residents habitually residing in the mainland China for economic reason. 本问卷作为在本行开立境外公司账户的, 有关“了解你的客户”的额外信息。若任何境外公司客户的主要股东/实益拥有是中国公民(香港, 澳门, 台湾居民除外)或因经济利益原因在中国内地习惯性居住的外国公民或香港, 澳门, 台湾居民, 该等人士须填写本问卷。

² Principal shareholders here refer to the natural persons entitled to exercise or control the exercise of 10% or more of the voting rights of the Overseas Company. The same principle applies to beneficial owners. 本问卷中的主要股东指有权行使境外公司 10% 或以上的投票权或控制该等投票权的行使的人士。前述标准也适用于实益拥有人的认定。


To: HSBC Bank (China) Company Limited, [Xica] Branch
致: 汇丰银行(中国)有限公司 []分行

We, B.T.W. (Body Therapy Workshop (B.O.I.) Limited [the account holder, confirm that we are not acting on behalf of any other person as trustee, nominee or agent in respect of this account.
本公司, [], 作为帐户持有人, 确认上述帐户仅供本公司使用, 本公司并未作为信托受托人、匿名代理人或代理人持有和使用上述帐户。

We, [] [], the account holder, confirm that we are acting on behalf of [] * as [trustee/nominee/agent]** in respect of this account.
本公司, [], 作为帐户持有人, 确认本公司作为 [] 信托受托人/代理人**代表 [] 持有和使用上述帐户。

* Insert the name of the principal in the bracket. 在括号中填入信托人或被代理人的姓名。

** Delete the items in the bracket as appropriate. 删除括号中不适用的称谓。


Signature by the director of the Customer
客户董事签署



15 Apr 2010
f

Bank User Only 银行专用	
Completed by	Checked by

TERRITORY OF THE BRITISH VIRGIN ISLANDS
BVI BUSINESS COMPANIES ACT, 2004

ORIGINAL SIGHTED
BY [Signature]

**CERTIFICATE OF INCORPORATION
(SECTION 7)**

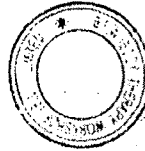
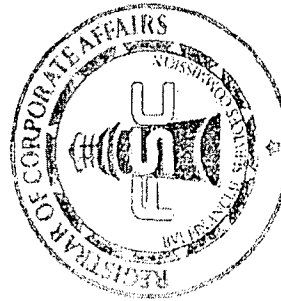
The REGISTRAR of CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES, that pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of incorporation having been complied with,

E.T.W. (BODY THERAPY WORKSHOP) (B. V. I.) LIMITED

BVI COMPANY NUMBER: 1525729

COPY

is incorporated in the BRITISH VIRGIN ISLANDS as a BVI BUSINESS COMPANY, this 23rd day of March, 2009.



Myron W. Howard
SGD

for REGISTRAR OF CORPORATE AFFAIRS
23rd day of March, 2009

[Signature]
for REGISTRAR OF CORPORATE AFFAIRS

7th day of April, 2010

CERTIFIED A TRUE COPY BY THE REGISTRAR OF CORPORATE AFFAIRS

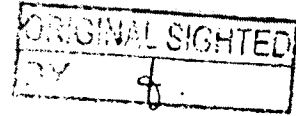
TERRITORY OF THE BRITISH VIRGIN ISLANDS
BVI BUSINESS COMPANIES ACT, 2004

CERTIFICATE OF GOOD STANDING
(SECTION 235)

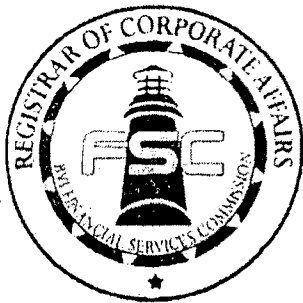
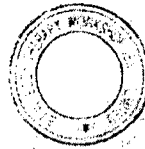
The REGISTRAR OF CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES
that, pursuant to the BVI Business Companies Act, 2004,

B.T.W. (BODY THERAPY WORKSHOP) (B. V. I.) LIMITED

BVI COMPANY NUMBER: 1525729



1. Is on the Register of Companies;
2. Has paid all fees, annual fees and penalties that are due and payable;
3. Has not filed articles of merger or consolidation that have not become effective;
4. Has not filed articles of arrangement that have not yet become effective;
5. Is not in voluntary liquidation; and
6. Proceedings to strike the name of the company off the Register of Companies have not been instituted.



A handwritten signature in black ink.

REGISTRAR OF CORPORATE AFFAIRS
2nd day of March, 2010



COPI

CERTIFICATE OF INCUMBENCY

B.T.W. (BODY THERAPY WORKSHOP (B.V.I.) LIMITED

1. We, Coverdale Trust Services Limited, are the Registered Agent in the British Virgin Islands of the above Company.
2. We have examined only such books, documents and registers and have made such enquiries as are in our possession as Registered Agent, to give this Certificate.
3. We confirm that the Registered Office of the Company is Simmonds Building, Wickhams Cay I, P.O. Box 4519, Road Town, Tortola, British Virgin Islands.
4. The Company was incorporated by registration pursuant to the BVI Business Companies Act 2004, on the 23rd day of March, 2009 with Registration Number 1404225.
5. So far as we are aware, the Company does not maintain a Register of Charges pursuant to Section 162 (1) of the BVI Business Companies Act 2004.
6. So far as we are aware, based on the records in our possession, no liquidation or dissolution nor, insolvency proceedings with respect to the Company have been taken or threatened against the Company or its assets.
7. Accordingly, the Company is duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands.
8. The directors of the Company are:

<u>Name</u>	<u>Passport ID No.</u>	<u>Date Appointed</u>
Alan Unger	400367474	April 7, 2010
Yong Ding	G31834193	April 20, 2010

9. The shareholders of the Company are:

<u>Name</u>	<u>Share Certificate No.</u>	<u>No. of Shares Issued</u>	<u>Date Issued</u>
Yong Ding	2	25,000	April 6, 2009
Creative Calling Solutions (B.V.I.) Limited	3	25,000	April 6, 2009

Dated this 20th day of April, 2010

ORIGINAL SIGHTED
BY g



Krishma Ch - Authorised Signatory
 Coverdale Trust Services Limited
 Registered Agent of B.T.W. (BODY THERAPY WORKSHOP) (B.V.I.) LIMITED

**B.T.W. (BODY THERAPY WORKSHOP) (B. V. I.) LIMITED
REGISTER OF MEMBERS**

Under Section 41 of the BVI Business Companies Act, 2004, a Company shall keep a Register of Members and, the original or a copy must be kept by the Registered Agent of the Company in the British Virgin Islands. In order to comply with the law, the Company must advise the Registered Agent of all shares that are being transferred, issued, cancelled or redeemed within a timely manner, to ensure that the register remains updated.

Folio: 24460

Member Name: CREATIVE CALLING SOLUTIONS (B.V.I.) LIMITED

Member Occupation: Not Known

P.O. Box 4519, Road Town,
Tortola, British Virgin Islands

Date Membership Commenced: 23-Mar-09

Date Membership Ceased: N/A

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BY

COPY



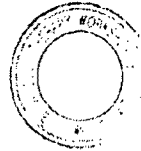
Shares Acquired

Allotment Number	Transfer Number	Date Acquired	Certificate Number	Share # From	Share # To	Price Paid	Currency	Number Of Shares	Class of Share	Narrative and Comments
1	-	23-Mar-09	1	-	-	-	USD	50,000	Ordinary	Transferred To 24475
-	1	06-Apr-09	3	-	-	-	USD	25,000	Ordinary	Balance Certificate

Disposals

Transfer Number	Transmission	Date of Disposal	Certificate Number	Share # From	Share # To	Price Paid	Currency	Number Of Shares	Class of Share	Narrative and Comments
1	-	06-Apr-09	1	-	-	-	USD	25,000	Ordinary	Transferred To 24475

Shares Currently Held: 25,000



CERTIFIED TRUE COPY

COVERDALE TRUST SERVICES LIMITED

DATE: 2/3/2010

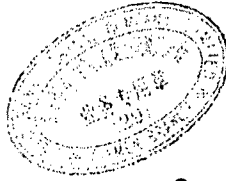
**B. T. W. (BODY THERAPY WORKSHOP) (B. V. I.) LIMITED
REGISTER OF MEMBERS**

Under Section 41 of the BVI Business Companies Act, 2004, a Company shall keep a Register of Members and, the original or a copy must be kept by the Registered Agent of the Company in the British Virgin Islands. In order to comply with the law, the Company must advise the Registered Agent of all shares that are being transferred, issued, cancelled or redeemed within a timely manner, to ensure that the register remains updated.

Folio: 24475

Member Name: Yong Ding Member Occupation: Not Known

192-196 Tianfeng Road
Northern Industry
District Jimel
Xiamen P R China



ORIGINAL SIGHTED
BY

COPY

Date Membership Commenced: 06-Apr-09

Date Membership Ceased: N/A

Shares Acquired

Allotment Number	Transfer Number	Date Acquired	Certificate Number	Share # From	Share # To	Price Paid	Currency	Number Of Shares	Class of Share	Narrative and Comments
-	1	06-Apr-09	2	-	-	-	USD	25,000	Ordinary	Transferred From 24460

Disposals

Transfer Number	Transmission	Date of Disposal	Certificate Number	Share # From	Share # To	Price Paid	Currency	Number Of Shares	Class of Share	Narrative and Comments

Shares Currently Held: 25,000



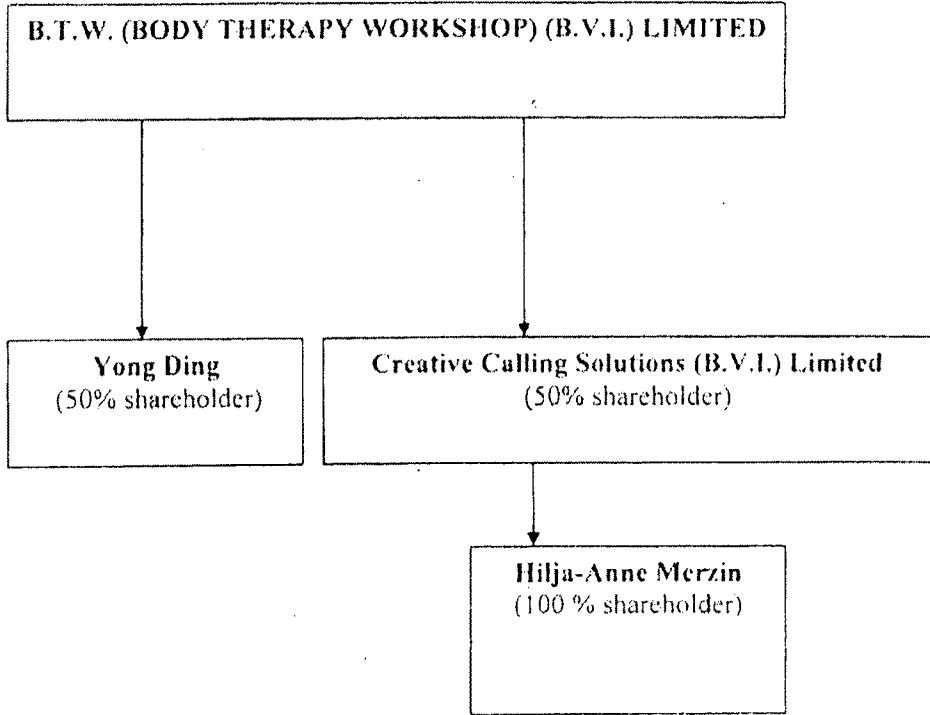
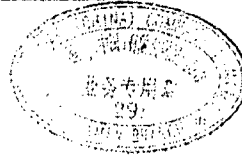
CERTIFIED TRUE COPY

[Signature]

COVERDALE TRUST SERVICES LIMITED

DATE: 2/2/2010

ORGANIZATIONAL CHART

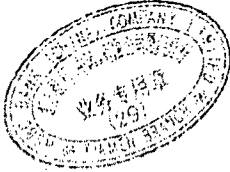


B.T.W. (BODY THERAPY WORKSHOP) (B.V.I.)
2010.4.15



Dated 15 APR 2010.
Witness by

TERRITORY OF THE BRITISH VIRGIN ISLANDS
BVI BUSINESS COMPANIES ACT, 2004



COPY

CERTIFICATE OF INCORPORATION
(SECTION 7)

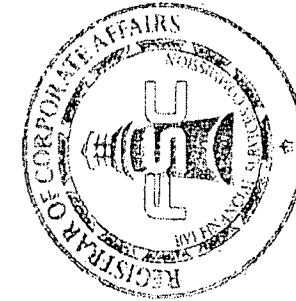
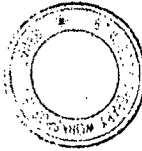
The REGISTRAR of CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES, that pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of incorporation having been complied with,

CREATIVE CALLING SOLUTIONS (B. V. I.) LIMITED

BVI COMPANY NUMBER: 1524861

ORIGINAL SIGHTED
BY *[Signature]*

is incorporated in the BRITISH VIRGIN ISLANDS as a BVI BUSINESS COMPANY, this 17th day of March, 2009.



[Signature]
for REGISTRAR OF CORPORATE AFFAIRS

SGD

17th day of March, 2009

[Signature]
for REGISTRAR OF CORPORATE AFFAIRS

7th day of April, 2010

CERTIFIED A TRUE COPY BY THE REGISTRAR OF CORPORATE AFFAIRS

CERTIFICATE OF INCUMBENCY



CREATIVE CALLING SOLUTIONS (B.V.I.) LIMITED

1. We, Coverdale Trust Services Limited, are the Registered Agent in the British Virgin Islands of the above named Company.
2. We have examined only such books, documents and registers and have made such enquiries as are in our possession as Registered Agent, to give this Certificate.
3. We confirm that the Registered Office of the Company is Simmonds Building, Wickhams Cay 1, P.O. Box 4519, Road Town, Tortola, British Virgin Islands.
4. The Company was incorporated by registration pursuant to the BVI Business Companies Act 2004, on the 17th day of March, 2009 with Registration Number 1524861.
5. So far as we are aware, the Company does not maintain a Register of Charges pursuant to Section 162 of the BVI Business Companies Act 2004.
6. So far as we are aware, based on the records in our possession, no liquidation or dissolution or winding up proceedings with respect to the Company have been taken or threatened against the Company or its assets.
7. Accordingly, the Company is duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands.

2. The director of the Company is:

<u>Name</u>	<u>Passport ID No.</u>	<u>Date Appointed</u>
Alan Unger	400367474	April 7, 2010

3. The shareholder of the Company is:

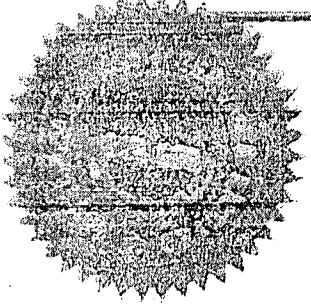
<u>Name</u>	<u>Share Certificate No.</u>	<u>No. of Shares Issued</u>	<u>Date Issued</u>
Hilja-Anne Merzta		50,000	March 17, 2009

Dated this 8th day of April, 2010

Kristina Orr - Authorised Signatory
Coverdale Trust Services Limited
Registered Agent of CREATIVE CALLING SOLUTIONS (B.V.I.) LIMITED

COPY

ORIGINAL SIGHTED
BY



B.T.W. (BODY THERAPY WORKSHOP) (B.V.I.) LIMITED

COMMERCIAL INVOICE

Messers: EAST-WEST TRADING GMBH
Address: GEWERBEPARK 5, 86687
KAISHEM,GERMANY
From: XIAMEN,CHINA
To: HAMBURG,GERMANY

COPIES



Invoice No.: LYN6023
Date: APR.12.2010
Contract No.: LYE6023

PO NO.	ITEM NO.	DESCRIPTION	QUANTITY (SETS)	UNIT PRICE FOB XIAMEN	AMOUNT
2481102	5.015.703	BATH SET	5040	US\$4.690	US\$23,637.60
TOTAL:			5040		US\$23,637.60

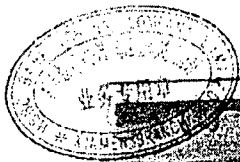
TOTAL VALUE: SAY U.S. DOLLARS TWENTY THREE THOUSAND SIX HUNDRED AND THIRTY SEVEN AND CENTS SIXTY ONLY.

SHIPPING MARK:

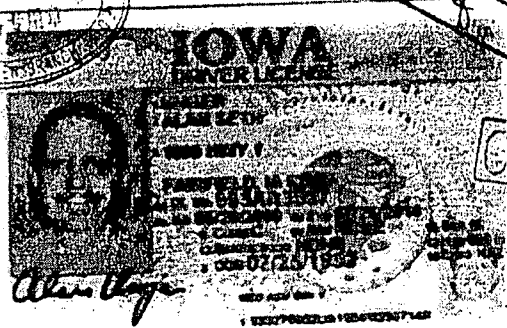
ARTIKEL-NR. 5.015.703
ARTIKEL-BEZ.:WELLNESS-SET" FRESH SUMMER"
STUCKZAHL:3SETS
C/NO:
LIEFERANT:3667



ORIGINAL SIGHTED
BY *J.*



ORIGINAL SIGHTED
BY



COPY



Address — 1699 HWY 1, Fairfield, IA 52556. f.



30 DeCastro Street, P.O. Box 4519
 Road Town, Tortola
 British Virgin Islands

TEL 284. 494. 6727
 FAX 284. 494. 6583

www.coverdalebvi.com
admin@coverdalebvi.com

COPY

B.T.W. (BODY THERAPY WORKSHOP) (B. V. I.) LIMITED

Alan Unger
 1699 Highway 1,
 Fairfield,
 Iowa 52556
 USA

ORIGINAL SIGHTED
 BY [Signature]



Attention of: Mr. Alan Unger

05 March, 2010

Reference	Description	Date	Debit	Credit	Balance							
20726 0903/10083	Invoice Reference: 0903/10083	23-Mar-09	1,357.50		1,357.50							
20726 1000074428	Rec # 10937 - Formation fees	23-Mar-09		1,345.00	12.50							
20726 0904/10035	Invoice Reference: 0904/10035	02-May-09	75.00		87.50							
				Total Outstanding:	\$87.50							
	<table border="1"> <thead> <tr> <th>Current</th> <th>30-60 Days</th> <th>60-90 Days</th> <th>Over 90 Days</th> </tr> </thead> <tbody> <tr> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>87.50</td> </tr> </tbody> </table>	Current	30-60 Days	60-90 Days	Over 90 Days	0.00	0.00	0.00	87.50			
Current	30-60 Days	60-90 Days	Over 90 Days									
0.00	0.00	0.00	87.50									



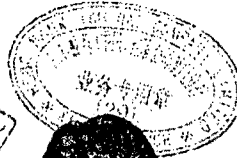
IMPORTANT NOTES:

- Coverdale Trust Services will not accept any responsibility or liability whatsoever for BVI Government late payment penalties incurred where cleared funds are received after the dates specified or where insufficient information is received with the payment to match the payment with the invoice number or company number.
- Payment should be made to Coverdale Trust Services Limited. Please see the reverse side of this invoice for **PAYMENT OPTIONS**.

姓名 丁勇
性别 男 民族 汉
出生 1972年2月2日

住址 福建省厦门市思明区屿后
南路246号703室

公民身份号码 330106197202020096



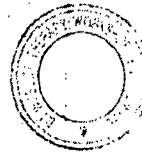
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BY *[Signature]*

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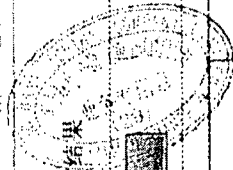
中华人民共和国
居民身份证

签发机关 厦门市公安思明分局
有效期限 2007.11.06-2027.11.06



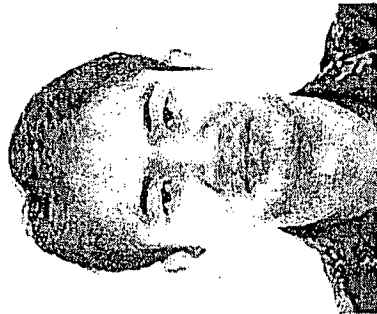
联网核查 >> 单笔核对结果

单笔核对结果



已核查 04

原录入姓名	丁勇
原录入身份证号码	330106197202020096
核对结果	号码与姓名一致且照片存在
签发机关	此项暂不返回核查结果



Eesti Energia AS
 Registrikood: 10471629 RAKR: EE100366327
 a/k: 24 12015 Tallinn
 Muks ja Teemantide Koda/ka a/k: 63 12015 Tallinn
 Keskendajate 15/15

Eesti Energia

Hilja-Anne Merzin
 Siili 25 - 21
 13422
 Tallinn

ARVE

Arve: 51800024	17.03.2017
Viitenumber:	181000004
Maksetähtpäev:	17.03.2017
Swedbank	11000000000000000000
SEB Pank	10000000000000000000
Sampo Pank	33000000000000000000
Nordea Pank	17000000000000000000



Kuulus tasumisele eelmise perioodi: 1 255,70
 Perioodi jooksul: 1 255,70

Elektrienergia (EN) ja võrguteenuste (V) eest

Sihtus	Arvesti	Algnäit	Lõppnäit	Periood	Tarbimine	Tariif	Maksus
Kodu l. Leping nr. 17174450 Siili 25 - 21 Tallinn							
	004979	005191	005191	01.03.16 - 31.03.16	21,046	0,51430 kr/kWh	109,0
	004979	005191	005191	01.03.16 - 31.03.16	21,046	0,61030 kr/kWh	129,3
						0,12640 kr/kWh	26,8
						0,07000 kr/kWh	14,8
							280,0
							56,0
							0,0
							-0,0
							336,0
							336,0
							21,97E
						Summa eures:	

COPY

Arve kuulub tasumisele otsekorralduse lepingu alusel summas 336,00 kr.

Mugavaks ja turvaliseks arveldamiseks soovime Teil tellida elektriarve oma e-posti aadressile. Selleks valige meie kodulehel www.energia.ee Koduklient (Äriklient) > Arved > arved e-postile.

Enamasti energiavõrgust ja lõhusa tootmisega seotud tootmiseseadmetega toodetud ja võrku ühendatud elektrienergia tootmise ja astukohustuse

tasumisele kehtib Eesti Energia seaduse §-re 58 p.2

100% taastatavast muundatud elektrienergiast tooditud 98,79% looduslike ja 1,21% taastatavate energiavahendite baasil tooditud keskkonnamõjude kohta

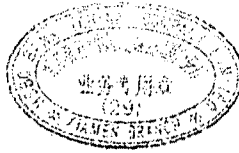
http://www.energia.ee

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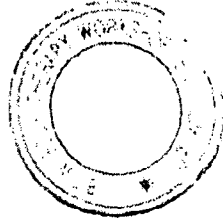
Eesti Energia AS
 企业编号: 10421629, 增值税: EE100366327
 塔林市拉奇(Laki)路 24 号 12915
 销售服务: 塔林市下达 E 路(Kadaka)63 号, 12915
 客服热线: 1545

Eesti Energia

Hilja-Anne Merzin
 Siili 路 25 - 21
 13422
 塔林市



帐单



帐单: S1800024	09.04.2010
参考号:	1810052341900019
到期日:	23.04.2010
瑞典银行 Swedbank	1180005555
SEB Pank	10002059413005
Sampo Pank	332099000006
Nordea Pank	17000115797

在上一期限结束时应付金额: 1255,70

在期限内已收金额: 1255,70

针对电能(EN)及网络服务(V)

项目	表号	初次读数	最后读数	期限	单位	费率	总金额
编号上合同号	17173450	Siili 路 25 - 21 号		塔林市			
EN1 基本费率	04715988 1	004929	005191	01.01.10-31.01.10	2125 kWh	0,01430 €/kWh	303,9
V1 基本	04715988 1	004929	005191	01.01.10-31.01.10	2125 kWh	0,01010 €/kWh	122,3
网络服务费					2125 kWh	0,12640 €/kWh	268,8
电网损耗					2125 kWh	0,01290 €/kWh	14,8

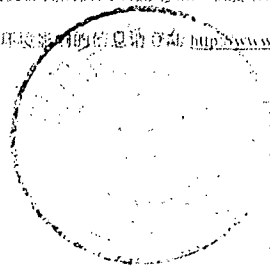
总额	280,8
增值税 20%	56,6
总计	337,4
增值税人	0,0
总计	337,4
增值税	136,0
总计	201,4

在直接付款协议下, 应付总金额为 336,00kr.

为便捷及安全的财务, 我们推荐您申请将电子账单发至您邮箱. 请登陆我们的网址 www.energia.ee 然后点击 个人客户 "Private client" (或企业客户 "Business client") > 账单 "Bills" > 账单至邮箱 "Bills to e-mail".

根据电力市场法令第 59 条, 电能的成本包括义务性购买可再生能源的电能或义务性购买高效热电联产制度所产的电能.

在 2008 年所销售的电能中, 98,79% 产自化石燃料及 1,21% 产自可再生能源. 有关于环境方面的信息请参见 <http://www.energia.ee>



FIRST AMENDMENT TO AND RESTATEMENT OF
B.T.W. (BODY THERAPY WORKSHOP) (B.V.I.) LIMITED MEMBERS' AGREEMENT

THIS FIRST MEMBERS STATEMENT OF B.T.W. (BODY THERAPY WORKSHOP) (B.V.I.) LIMITED MEMBERS' AGREEMENT (the "Agreement") is made and entered into the 30th of April, 2009, by and among B.T.W. (BODY THERAPY WORKSHOP) (B.V.I.) LIMITED, a British Virgin Islands corporation ("BTW"), CREATIVE CALLING SOLUTIONS (B.V.I.) LIMITED, a British Virgin Islands corporation ("CCS"), LANDY INTERNATIONAL (B.V.I.) LIMITED, a British Virgin Islands corporation ("Landy") and MR. YONG DING, an individual ("Mr. Ding," and together with CCS, the "Owners").

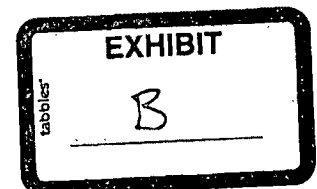
RECITALS

- A. BTW was formed on March 23, 2009.
- B. CCS and Landy entered into a licensing agreement on Mar. 16, 2009.
- C. The two BTW presidents believe it to be in their best interests to state the Members' Agreement by entering into this Agreement.


AGREEMENT

In consideration of the foregoing recitals and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby state below the Members' Agreement, in its entirety as follows:

1. Licenses, Services and Intellectual Property.
 - a. Landy agrees to manufacture and distribute the BTW Brand Products per the terms of an agreement that were earlier executed between CCS and Landy on March, 16th, 2009. (For purposes of this Agreement, the term "BTW Brand Products" means all goods and services bearing the BTW Marks. The "BTW Marks" means the terms BTW, BODY THERAPY WORKSHOP, ECOPURITY and ORGANIC WORKS.)
 - b. The parties agree that BTW shall also grant Landy the exclusive right to use the BTW Marks in connection with the manufacture and distribution of the BTW Brand Products. It's agree that BTW owns all rights associated with the BTW Marks, including, but not limited to any trademarks, service marks, trade names, logos or domain names that contain any of the BTW Marks, along with any associated goodwill.
 - c. The parties also agree that BTW shall also grant CCS the exclusive right to conduct exclusively all product development and create various product designs and artwork to be used in connection with the BTW Brand Products, including all engineering of the BTW brand products.



C1. BTW, Alan Unger and Roger Ding agree as per the original licensing agreement that was signed and executed on March 16th, 2009 and also in this agreement as well that CCS owns all rights associated with product development, designs, product designs, works of authorship, artwork, trade dress, engineering, and all other worldwide intellectual property licensed to Landy and that is associated with the BTW Products, along with any associated goodwill. Other than the BTW Marks which are owned jointly 50/50 by Mr. Ding and CCS.

 SPECIAL NOTE: IN THE EVENT OF A MUTUALLY AGREED PUBLIC OFFERING OR SALE OF BTW BVI LIMITED, CCS WILL TRANSFER THE IP TO BTW IN FULL. HOWEVER AT ALL TIMES THE CCS 6.75% ROYALTY RATE WILL ALWAYS CONTINUE TO BE PAID BY LANDY WITHOUT FAIL.

C2. CCS's right to conduct the aforementioned above services is and shall continue to be exclusive. CCS on March 16th granted Landy an exclusive license to use the CCS IP in connection with the manufacture and distribution of the BTW Brand Products.

d. The parties agree to enter into and perform the exclusive agreements described above which will set forth respective rights and responsibilities of CCS, Landy, BTW, relating to the BTW Brand Products.

e. Mr. Ding timely paid US\$87,500 to CCS in connection with the registration of the BTW Marks. Upon execution of this Agreement, Mr. Ding shall pay CCS an additional US\$87,500 before May 4th, 2009.

2. Restrictions on Transfer. Each Owner hereby agrees that it and its successors, assigns, or other transferees shall not, without prior written consent of the other Owners, transfer its interest.

3. Management. CCS, Mr. Ding or Landy shall not operate a retail chain for BTW without the prior written consent of both BTW Owners (CCS and Mr. Ding).

4. Shared Costs. CCS and Mr. Ding shall be equally responsible for the costs of protecting the BTW Marks and agree to equally share the legal costs to incorporate and organize BTW as a BVI company.

5. Indemnification.

a. Mr. Ding and Landy, jointly and severally, hereby indemnify and agree to defend and hold harmless forever BTW and CCS and their respective agents, representatives, employees, attorneys, successors and assigns from and against any and all claims, demands, losses, costs and expenses (including attorneys' fees reasonably incurred by BTW or CCS), investigations, damages, judgments, penalties and liabilities of any kind or nature whatsoever, directly or indirectly arising out of, resulting from, relating to or connected with any defects or alleged product defect, product liability claims in any products Landy ships to its customers

worldwide, or the failure of the BTW Brand Products to comply with any applicable law, regulation or governmental order.

- b. CCS hereby indemnifies and agrees to defend and hold harmless forever BTW and Landy and their respective agents, representatives, employees, attorneys, successors and assigns from and against any and all claims, demands, losses, costs and expenses (including attorneys' fees reasonably incurred by BTW or Landy), investigations, damages, judgments, penalties and liabilities of any kind or nature whatsoever, directly or indirectly arising out of, resulting from, relating to or connected with the permitted use of the CCS IP. (The term "permitted use" shall be defined per the terms of the license agreement to be executed between CCS and Landy.)

6. Miscellaneous.

- a. Amendment. This Agreement may be altered or amended in whole or in part at any time by written instrument signed by BTW and its two presidents, Mr. Ding and Mr. Unger setting forth such changes.
- b. Dispute Resolution. All parties agree that arbitration shall be the sole, mandatory and exclusive forum to settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof. Any and all disputes, controversies and claims arising out of or relating to the Agreement or concerning the respective rights or obligations hereunder of the parties, shall be settled and determined by arbitration in Cedar Rapids, Iowa, in accordance with and pursuant to the then existing rules of the American Arbitration Association (AAA). The arbitrators shall have the power to award specific performance or injunctive relief and reasonable attorneys' fees and expenses to any party in any such arbitration. The arbitration award shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof. The service of any notice, process, motion or other document in connection with an arbitration under this Agreement or for the enforcement of any arbitration award hereunder, may be effectuated by personal service upon a party or other service as permitted by the AAA.
- c. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective upon delivery by personal delivery, facsimile telecopy, or registered mail to the following addresses:

If to BTW: 30 de Castro Street
Wickhams Cay 1
PO Box 4519
Road Town, Tortola
British Virgin Islands

If to CCS: 30 de Castro Street
Wickhams Cay 1

PO Box 4519
Road Town, Tortola
British Virgin Islands

If to Mr. Ding: No. 192-56 Tianfeng Road Northern
Industry District Jimei
Xiamen China 361021

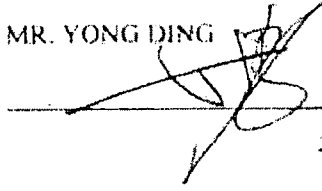
If to Landy: Same as above

- d. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings with respect thereto.
- e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (and federal intellectual property law), without reference to its conflicts of laws principles.
- f. Successors and Assigns. This Agreement shall be automatically binding on all assignees of ownership interests in BTW, including but not limited to purchasers, transferees, donees, and estates in bankruptcy. No party to this Agreement may assign any of his or its rights or delegate any of his or its duties under this Agreement.
- g. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

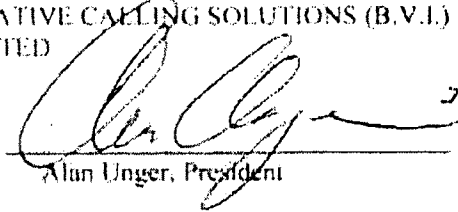
(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

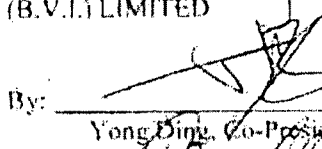
MR. YONG DING


30/4/09

CREATIVE CALLING SOLUTIONS (B.V.I.) LIMITED

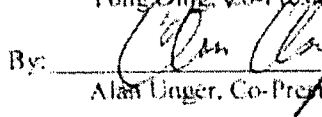
By: 
Alan Unger, President 2/4/09

B.T.W. (BODY THERAPY WORKSHOP) (B.V.I.) LIMITED

By: 
Yong Ding, Co-President 30/4/09

LANDY INTERNATIONAL (B.V.I.) LIMITED

By: 
Yong Ding, President 30/4/09

By: 
Alan Unger, Co-President 2/4/09



Roger Ding
Landy International (B.V.I.) Limited
NO.192-196, Tianfeng Road
Northern Industry District
Jimei, Xiamen, China

September 27, 2010

Re: Usage of CCS designs, trademarks and other IP by Landy international.

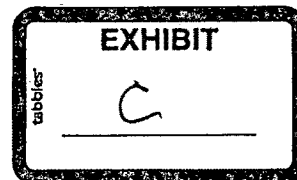
Dear Landy Employee,

I am writing to you to further explain that Alan Unger and I are both partners in the company BTW, Body Therapy Workshop BVI Limited. We have been partners in BTW since March 2009.

Since our partnership began we are working very closely with Alan to build the sales of BTW, Body Therapy Workshop. Please be especially aware that Alan and I have great hopes for the building of the BTW brand.

For your further clarification please be aware that Landy has a license from from CCS (Creative calling solutions) to use the CCS artwork, designs and IP for the BTW Brand Products only and not with of our other products produced or sold by Landy.

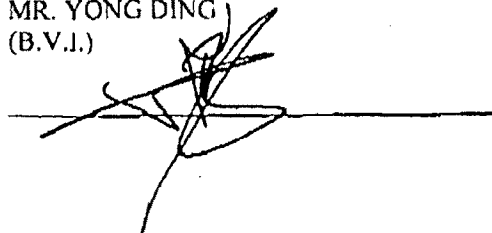
I am writing today to reconfirm and to let you know the great importance for our company to respect this license we have with Alan and CCS. Please understand that all artwork, designs, and other IP owned by Alan Unger's company, Creative Calling Solutions must be fully respected. Should you have any questions about whether or not any image, design, package, container or other artwork IP owned by CCS or may be used on a particular product, please contact me immediately.



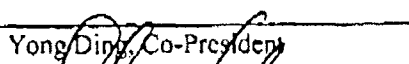
TRADEMARK
REEL: 004740 FRAME: 0646

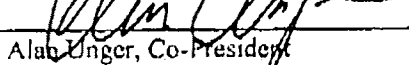
IN WITNESS WHEREOF, the parties have executed this Agreement.

MR. YONG DING
(B.V.I.)

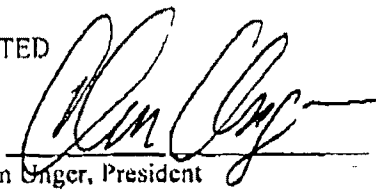


B.T.W. (BODY THERAPY WORKSHOP)
(B.V.I.) LIMITED

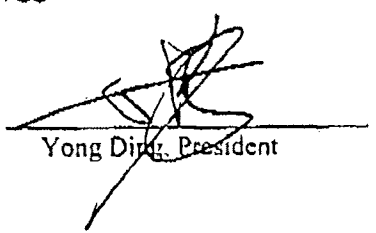
By: 
Yong Ding, Co-President

By: 
Alan Unger, Co-President

CREATIVE CALLING SOLUTIONS
LIMITED

By: 
Alan Unger, President

LANDY INTERNATIONAL (B.V.I.)
LIMITED

By: 
Yong Ding, President

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
B.T.W. (Body Therapy Workshop) (B.V.I.) Limited		11/01/2010	CORPORATION: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

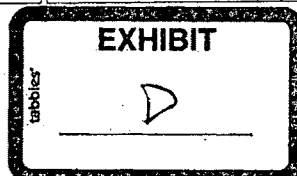
Name:	Creative Calling Solutions (B.V.I.) Limited
Street Address:	P.O. Box 4519
Internal Address:	30 de Castro Street, Wickhams Cay 1
City:	Road Town, Tortola
State/Country:	BRITISH VIRGIN ISLANDS
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85055871	ALMOST GORGEOUS
Serial Number:	77953883	CHIC + MYSTIQUE
Serial Number:	85056058	DAD'S WORST NIGHTMARE
Serial Number:	85067694	FACE TIME
Serial Number:	85055865	GORGELICIOUS
Serial Number:	85039152	GORGEOUS HANDS
Serial Number:	85055869	GORGEOUS U
Serial Number:	85055862	GRADUATE TO GLAMOUR
Serial Number:	77741554	GREEN CHIC & ORGANIC
Serial Number:	85056082	LATE FOR WORK
Serial Number:	77731796	ORGANIC WORKS
Serial Number:	85066041	PERFECT POMEGRANATE
Serial Number:	85056981	THE REPUBLIC OF CHIC MYSTIQUE
Serial Number:	85050034	THE REPUBLIC OF BEAUTYBLISS

OP \$465.00 85055871

900177312



TRADEMARK
 REEL: 004413 FRAME: 0500

TRADEMARK
 REEL: 004740 FRAME: 0648

Serial Number:	77813110	THE REPUBLIC OF PINK BLISS
Serial Number:	77969118	THE REPUBLIC OF TRUE BLISS
Serial Number:	85050037	UNIVERSITY OF GORGEOUS
Serial Number:	85056067	WE DEMAND GORGEOUS

CORRESPONDENCE DATA

Fax Number: (314)480-1505
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-480-1500
Email: jenny.birmingham@huschblackwell.com
Correspondent Name: Alan S. Nemes
Address Line 1: 190 Carondelet Plaza, Suite 600
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER: 502748.1

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Alan S. Nemes

Signature: /Alan S. Nemes/

Date: 11/12/2010

Total Attachments: 2
source=BTW Assignment#page1.tif
source=BTW Assignment#page2.tif

TRADEMARK
REEL: 004413 FRAME: 0501

TRADEMARK
REEL: 004740 FRAME: 0649

TRADEMARK ASSIGNMENT

WHEREAS, B.T.W. (Body Therapy Workshop) (B.V.I.) Limited, a British Virgin Islands corporation (the "Assignor"), is the owner of the trademarks and U.S. trademark applications, identified in Exhibit A hereto (hereinafter collectively referred to as the "Marks"), together with the business and goodwill in connection with which there is a *bona fide* intent to use such Marks; and

NOW, THEREFORE, for one dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Creative Calling Solutions (B.V.I.) Limited, a British Virgin Islands corporation (the "Assignee"), its entire worldwide right, title and interest in and to the Marks and that portion of Assignor's business in connection with which it has a *bona fide* intent to use those Marks, including the right to sue for past infringement thereof.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and recordation of this Assignment.

This assignment is effective as of this 1st day of November, 2010.

B.T.W. (Body Therapy Workshop) (B.V.I.) Limited

By: 

Printed Name: Alan Unger

Title: President


Creative Calling Solutions (B.V.I.) Limited

By: 

Printed Name: Alan Unger

Title: President

EXHIBIT A

Mark	Application No.
ALMOST GORGEOUS	85/055,871
CHIC + MYSTIQUE	77/953,883
DAD'S WORST NIGHTMARE	85/056,058
FACE TIME	85/067,694
GORGELICIOUS	85/055,865
GORGEOUS HANDS	85/039,152
GORGEOUS U	85/055,869
GRADUATE TO GLAMOUR	85/055,862
GREEN CHIC & ORGANIC & DESIGN 	77/741,554
LATE FOR WORK	85/056,082
ORGANIC WORKS	77/731,796
PERFECT POMEGRANATE	85/066,041
THE REPUBLIC OF CHIC MYSTIQUE	85/056,981
THE REPUBLIC OF BEAUTYBLISS	85/050,034
THE REPUBLIC OF PINK BLISS	77/813,110
THE REPUBLIC OF TRUE BLISS	77/969,118
UNIVERSITY OF GORGEOUS	85/050,037
WE DEMAND GORGEOUS	85/056,067

RECORDED: 11/12/2010

TRADEMARK
REEL: 004413 FRAME: 0503

TRADEMARK
REEL: 004740 FRAME: 0651

THE ENTIRE ATTACHMENT TO THIS TELECOPIER COVER LETTER AND THE CONTENTS THEREOF ARE CONFIDENTIAL, ARE INTENDED ONLY FOR THE USE OF THE ABOVE-NAMED INDIVIDUAL OR ENTITY, AND MAY BE SUBJECT TO THE ATTORNEY/CLIENT PRIVILEGE AND/OR THE ATTORNEY WORK PRODUCT PRIVILEGE. THE SENDING OF THIS COMMUNICATION BY TELECOPIER IS NOT INTENDED AS A WAIVER OF ANY PRIVILEGES LISTED ABOVE. IF YOU, AS THE READER OF THIS COVER LETTER, ARE NOT THE INTENDED RECIPIENT OF THIS COVER LETTER AND THE ATTACHED INFORMATION, YOU ARE HEREBY NOTIFIED OF YOUR OBLIGATION TO DELIVER IT TO THE INTENDED RECIPIENT WITHOUT READING THE ATTACHMENTS YOURSELF OR DISSEMINATING ANY OF THIS COMMUNICATION, INCLUDING THE ATTACHMENTS, TO ANY OTHER PERSON OR ENTITY. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AND RETURN UNREAD THIS COVER LETTER AND THE ATTACHMENTS TO THE ABOVE ADDRESS VIA THE U. S. POSTAL SERVICE. THANK YOU.

Exhibit B



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 9, 2012

PTAS

GREGORY B. PERLEBERG
MANSFIELD, TANICK & COHEN, P.A.
220 SOUTH SIXTH STREET
SUITE 1700
MINNEAPOLIS, MN 55402-4511

103639836

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/01/2011

REEL/FRAME: 4716/0655

NUMBER OF PAGES: 42

BRIEF: CORRECTION BY DECLARATION OF INCORRECT NUMBERS RECORDED REEL 4413
FRAME 0500.

DOCKET NUMBER: 277996.01

ASSIGNOR:

B.T.W. (BODY THERAPY WORKSHOP)
(B.V.I.) LIMITED

DOC DATE: 11/01/2010
CITIZENSHIP: VIRGIN ISLANDS, BRITISH
ENTITY: CORPORATION

ASSIGNEE:

B.T.W. (BODY THERAPY WORKSHOP)
(B.V.I.) LIMITED
NO. 192-196 TIANFENG ROAD
NORTHERN INDUSTRY DISTRICT JIMEI
XIAMEN, P.R., CHINA

CITIZENSHIP: VIRGIN ISLANDS, BRITISH
ENTITY: CORPORATION

SERIAL NUMBER: 77731796

FILING DATE: 05/07/2009

REGISTRATION NUMBER:

REGISTRATION DATE:

MARK: ORGANIC WORKS

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77741554 FILING DATE: 05/20/2009
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: GREEN CHIC & ORGANIC
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 77813110 FILING DATE: 08/26/2009
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: THE REPUBLIC OF PINK BLISS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77953883 FILING DATE: 03/09/2010
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: CHIC + MYSTIQUE
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77969118 FILING DATE: 03/26/2010
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: THE REPUBLIC OF TRUE BLISS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85039152 FILING DATE: 05/14/2010
REGISTRATION NUMBER: 4007241 REGISTRATION DATE: 08/02/2011
MARK: GORGEOUS HANDS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85050034 FILING DATE: 05/28/2010
REGISTRATION NUMBER: 4007309 REGISTRATION DATE: 08/02/2011
MARK: THE REPUBLIC OF BEAUTYBLISS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85050037 FILING DATE: 05/28/2010
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: UNIVERSITY OF GORGEOUS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85055862 FILING DATE: 06/07/2010
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: GRADUATE TO GLAMOUR
DRAWING TYPE: STANDARD CHARACTER MARK

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REGISTRATION NUMBER: 4010320 REGISTRATION DATE: 08/09/2011
MARK: GORGELICIOUS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85055869 FILING DATE: 06/07/2010
REGISTRATION NUMBER: 4010321 REGISTRATION DATE: 08/09/2011
MARK: GORGEOUS U
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85055871 FILING DATE: 06/07/2010
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: ALMOST GORGEOUS
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85056058 FILING DATE: 06/07/2010
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: DAD'S WORST NIGHTMARE
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85056067
REGISTRATION NUMBER:
MARK: WE DEMAND GORGEOUS
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/07/2010
REGISTRATION DATE:

SERIAL NUMBER: 85056082
REGISTRATION NUMBER:
MARK: LATE FOR WORK
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/07/2010
REGISTRATION DATE:

SERIAL NUMBER: 85056981
REGISTRATION NUMBER:
MARK: THE REPUBLIC OF CHIC MYSTIQUE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/08/2010
REGISTRATION DATE:

SERIAL NUMBER: 85066041
REGISTRATION NUMBER:
MARK: PERFECT POMEGRANATE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/18/2010
REGISTRATION DATE:

SERIAL NUMBER: 85067694
REGISTRATION NUMBER:
MARK: FACE TIME
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/21/2010
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION