

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361602

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900342048		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATTRACT CHINA LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SAMUEL M GOODMAN		
Street Address:	C/O FM LEGAL GROUP PS		
Internal Address:	1001 4TH AVE STE 3322		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98154		
Entity Type:	INDIVIDUAL: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4367372	A ATTRACT CHINA	
Registration Number:	4820537		
Registration Number:	4820538	XIAO YAO DAO	
CORRESPONDENCE DATA			
Fax Number:	2063742831		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2063956903		
Email:	frasermendel@fmlegalgroup.com		
Correspondent Name:	Fraser Mendel		
Address Line 1:	1001 4th Ave Ste 3322		
Address Line 4:	Seattle, WASHINGTON 98154		
NAME OF SUBMITTER:	Fraser Mendel		
SIGNATURE:	/Fraser Mendel/		
DATE SIGNED:	11/06/2015		
Total Attachments: 17			
source=2015_10_26 Assignment - Attract China#page1.tif			

source=2015_10_26 Assignment - Attract China#page2.tif
source=2015_10_26 Assignment - Attract China#page3.tif
source=2015_10_26 Assignment - Attract China#page4.tif
source=2015_10_26 Assignment - Attract China#page5.tif
source=2015_10_26 Assignment - Attract China#page6.tif
source=2015_10_26 Assignment - Attract China#page7.tif
source=2015_10_26 Assignment - Attract China#page8.tif
source=2015_10_26 Assignment - Attract China#page9.tif
source=2015_10_26 Assignment - Attract China#page10.tif
source=2015_10_26 Assignment - Attract China#page11.tif
source=2015_10_26 Assignment - Attract China#page12.tif
source=2015_10_26 Assignment - Attract China#page13.tif
source=2015_10_26 Assignment - Attract China#page14.tif
source=2015_10_26 Assignment - Attract China#page15.tif
source=2015_10_26 Assignment - Attract China#page16.tif
source=2015_10_26 Assignment - Attract China#page17.tif

ASSIGNMENT

WHEREAS, Attract China LLC, a Delaware limited liability company (“**Assignor**”) is the owner of the trademarks listed in the attached Exhibit A (the “**Trademarks**”); and

WHEREAS, Assignor granted a security interest in the Trademarks to Samuel M. Goodman (“**Assignee**”) pursuant to a General Security Agreement and Trademark Security Agreement dated July 21, 2015, in support of the Promissory Note issued by Assignor to Assignee on July 19, 2015, all of which are attached as Exhibit B; and

WHEREAS, Assignor defaulted on the Promissory Note on October 1, 2015 pursuant to Article 2 of said Promissory Note, and has failed to cure such default within 21 days after multiple notices from Assignee; and

WHEREAS, Article 3 of the General Security Agreement provides that upon the event of a default, Assignor has granted Assignee the right to take possession of all Collateral as defined therein, including the Trademarks; and


WHEREAS, pursuant to Article 7 of the General Security Agreement, Assignor appointed Assignee as its Attorney-in-Fact to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, grants, transfers and conveys to Assignee all right, title and interest to the Trademarks, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, including, the right to sue and recover for any past infringement thereof.

IN WITNESS THEREOF, the Assignor has executed this document as of October 26, 2015.

ASSIGNOR

Attract China LLC



By: Samuel M. Goodman
Its: Attorney-in-Fact

EXHIBIT A
REGISTERED TRADEMARKS



<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
	July 16, 2013	4367372
XIAO YAO DAO	February 13, 2014	4820538
	February 13, 2014	4820537

EXHIBIT B

**General Security Agreement, Trademark Security Agreement and Promissory Note
(See attached)**

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT (this "**Agreement**"), dated as of July 21, 2015, is made by and between **ATTRACT CHINA LLC**, a Delaware limited liability company (the "**Debtor**"), and **SAMUEL M GOODMAN**, an individual (the "**Secured Party**").

WHEREAS:

- (A) Debtor and Secured Party are, contemporaneously herewith, entering into that certain Settlement Agreement (the "**Settlement Agreement**"), dated the date hereof, under which the Debtor has issued to Secured Party a secured promissory note in the principal amount of \$67,839 (the "**Note**") (collectively, with this Agreement, the "**Settlement Documents**");
- (B) As security for the obligations due under the Settlement Agreement and as evidenced in part by the Note, the Debtor has agreed to pledge to Secured Party and grant to Secured Party a security interest in the Collateral (as hereinafter defined); and
- (C) the Debtor and Secured Party desire to execute and deliver this Agreement. Capitalized terms used in this Agreement without definition shall have the respective meanings set forth in the Settlement Agreement.

NOW, THEREFORE, in consideration of the benefits accruing to the Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor covenants and agrees with Secured Party as follows:

1. **Security for Obligations.** This Agreement is for the benefit of Secured Party to secure the prompt and complete payment and performance of all of the Debtor's obligations arising under the Settlement Agreement and the Note (such obligations are collectively referred to herein as the "**Obligations**").
2. **Definition of Collateral.** As used herein, the term "**Collateral**" shall mean all of the present and future undertaking and property, both real and personal, of the Debtor, including without limitation, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, or entitled to or hereafter be acquired by the Debtor in accounts receivable, inventory, equipment, chattel paper, documents of title, securities and instruments, intangibles, trademarks, money, books and records and all replacements of, substitutions for and increases, additions and accessions to the foregoing, together with all proceeds thereof, and any reference to "**Collateral**" shall be deemed a reference to "**Collateral or any part thereof**".

Pledge of Collateral. To secure the prompt and complete payment and performance when due of all of the Obligations, the Debtor hereby pledges to Secured Party and grants to Secured Party a security interest in all of the right, title and interest of the Debtor in all of the Collateral. In conjunction with this General Security Agreement, Debtor shall enter into a Trademark Security Agreement, attached as Appendix 1 hereto, with respect to the Debtor's trademarks and related intangibles.

TRADEMARK

REEL: 005659 FRAME: 0732

3. **Remedies in Case of Event of Default.** Upon the failure of the Debtor to make payments in accordance with the terms of the Settlement Agreement or Note, or upon the occurrence of an Event of Default, as such term is defined in the Note, Secured Party may:

- (a) exercise any and all rights and remedies granted to a secured party by the Uniform Commercial Code as in effect in the State of Delaware on the date hereof (the "UCC") or otherwise allowed at law and, in either case, as otherwise provided by this Agreement;
- (b) take possession of the Collateral or any part thereof with or without process of law; and
- (c) dispose of the Collateral as Secured Party may choose, so long as every aspect of the disposition including the method, manner, time, place and terms are commercially reasonable.

4. **Transfer by the Debtor.** Hereafter, the Debtor shall not sell or otherwise dispose of or grant any option with respect to, or pledge or otherwise encumber, any of the Collateral or any interest therein.

5. **Representations and Warranties.** The Debtor represents and warrants to the Secured Party that:

- (a) The Debtor is a limited liability company duly organized, validly existing and in good standing under the law of the jurisdiction of its organization and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.
- (b) All corporate action on the part of the Debtor, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement and the other Documents, the performance of all obligations of the Debtor hereunder and thereunder has been taken, and this Agreement and the other Documents, when executed and delivered by the Debtor, shall constitute valid and legally binding obligations of the Debtor, enforceable against the Debtor in accordance with their terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general application affecting enforcement of creditors' rights generally and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- (c) (i) this Agreement creates a security interest that is enforceable against the Collateral in which the Debtor now has rights and (ii) the Secured Party has a ~~subordinated~~ security interest in the Collateral in which the Debtor now has rights, in each case securing the payment and performance of the Obligations.
- (d) The Debtor has the right and power to transfer the Collateral, and the Debtor is the sole and complete owner of the Collateral.

*Perfected and
First Priority
ES*

6. **Covenants.** So long as any of the Obligations remain unsatisfied, the Debtor agrees that:
- (a) The Debtor shall appear in and defend any action, suit or proceeding that may affect to a material extent its title to, or right or interest in, or Secured Party's right or interest in, the Collateral, and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect in all material respects the Collateral.
 - (b) The Debtor shall not surrender or lose possession of (other than to the Secured Party), sell, lease, rent or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of business.
 - (c) The Debtor shall keep the Collateral free of any additional liens.
 - (d) The Debtor shall maintain and preserve its corporate existence, its rights to transact business and all other rights, franchises and privileges necessary or reasonably desirable in the normal course of its business and operations and the ownership of the Collateral.
7. **Authorization; Secured Party Appointed Attorney-in-Fact.** The Secured Party shall have the right to, in the name of the Debtor, or in the name of the Secured Party or otherwise, upon notice to but without the requirement of assent by the Debtor, and the Debtor hereby constitutes and appoints the Secured Party (and any of the Secured Party's employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact, with full power and authority to: (i) sign any of the financing statements and other documents and instruments that must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of the Secured Party's security interest in the Collateral; (ii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of the Debtor, which the Secured Party may deem reasonably necessary or advisable to maintain, realize upon and preserve the Collateral and the Secured Party's security interest therein and to accomplish the purposes of this Agreement. The Secured Party agrees that, except upon and during the continuance of an Event of Default, it shall not exercise the power of attorney, or any rights granted to the Secured Party pursuant to clauses (i) and that such power shall only be used for the purpose of enforcing the Secured Party's remedies hereunder. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been paid and performed in full. The Debtor hereby ratifies, to the extent permitted by law, all that the Secured Party shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 8.
8. **Certain Waivers.** The Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder and (ii) any right to require the Secured Party (A) to proceed against any person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in the Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral.

9. **Miscellaneous.** No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement and the other Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement and the other Documents are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Secured Party. This Agreement shall create a continuing security interest in the Collateral and shall be binding upon the successors and assigns of the Debtor and shall inure to the benefit of and be enforceable by Secured Party and Secured Party's permitted successors and assigns. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on the parties hereto. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties related to such matters. This Agreement may be amended or modified only by a writing signed by both parties hereto. This Agreement is not assignable or transferable by either party, provided that Secured Party may assign this Agreement to any holder of the Note.
10. **Financing Statements.** The Debtor agrees to deliver promptly to Secured Party such duly executed UCC Financing Statements as Secured Party may reasonably request, for filing, as may be appropriate, with respect to Secured Party's security interest in the Collateral in such jurisdictions as Secured Party may reasonably determine to be appropriate.
11. **Termination.** Upon such time, if any, as the Debtor shall pay, satisfy or otherwise discharge in full the Obligations, this Agreement shall be null and void and the security interests granted hereunder shall automatically terminate.
12. **Governing Law.** This Agreement shall (irrespective of where it is executed, delivered and/or performed) be governed by and construed in accordance with the laws of the State of New York (without giving effect to principles of conflicts of law), except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any State other than New York are governed by the laws of said State.

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed as of the date first above written.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

ATTRACT CHINA LLC



By: _____

Name: Evan Saunders

Title: Manager & Chief Executive Officer

SECURED PARTY:

Samuel L. Goodman

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

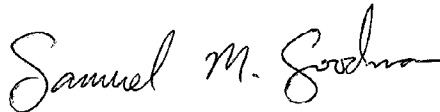
ATTRACT CHINA LLC



By: _____

Name: Evan Saunders
Title: Manager & Chief Executive Officer

SECURED PARTY:



Samuel M Goodman



Appendix 1

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 21, 2015, is entered into between ATTRACT CHINA LLC, a Delaware limited liability company ("Debtor"), and Samuel M. Goodman, an individual ("Secured Party").

WHEREAS:

- (A) Debtor and Secured Party are, contemporaneously herewith, entering into that certain Settlement Agreement ("Settlement Agreement"), Promissory Note, and General Security Agreement (collectively, the "Settlement Documents"); and
- (B) Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Secured Party. Capitalized terms used in this Agreement without definition shall have the respective meanings set forth in the General Security Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Grant of Security Interest.** To secure the complete and timely payment and performance of all Obligations, including interest that accrues after the commencement by or against Debtor of any Event of Default, and without limiting any other security interest Debtor has granted to Secured Party, Debtor hereby grants, assigns, and conveys to Secured Party a security interest in Debtor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):
 - (a) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;
 - (b) All of Debtor's right to the trademarks and trademark registrations listed on Exhibit A, as the same may be updated from time to time;
 - (c) All of Debtor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

- (d) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;
- (e) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;
- (f) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and
- (g) All products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

2. After-Acquired Trademark Rights. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks, or renewal or extension of any trademark registration. Without limiting Debtor's obligation under this Section 2, Debtor authorizes Secured Party to modify this Agreement by amending Exhibit A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Exhibit A.

3. General Provisions.

- (a) Rights Under General Security Agreement. This Agreement has been granted in conjunction with the security interest granted to Secured Party under the General Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the General Security Agreement, all terms and provisions of which are incorporated herein by reference.
- (b) Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the General Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the General Security Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Attract China LLC

Samuel M. Goodman

Samuel M Goodman

SG




By: Evan Saunders


Title: Manager & Chief Executive Officer_

Exhibit "A"

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
 AttractChina	July 16, 2013	4367372

PENDING TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
XIAO YAO DAO	February 13, 2014	86192861
	February 13, 2014	86192855

PROMISSORY NOTE

\$67,839

July 19, 2015

FOR VALUE RECEIVED, **Attract China LLC**, a Delaware limited liability company (“**Maker**”), promises to pay to **Samuel M. Goodman**, an individual (“**Holder**”), in lawful money of the United States of America, the principal sum of ~~Seventy Seven Thousand Eight Hundred and Thirty Nine Dollars~~ ~~(\$67,839)~~, together with interest in arrears on the unpaid principal balance at an annual rate equal to five percent (5%), in the manner provided below. Interest shall be calculated on the basis of a year of 365 or 366 days, as applicable, and charged for the actual number of days elapsed.

This Note has been executed and delivered pursuant to and in accordance with the terms and conditions of the Settlement Agreement, of even date herewith, by and between Maker and Holder (the “**Agreement**”) and the General Security Agreement (“**Security Agreement**”), of even date herewith, and is subject to the terms and conditions of the Agreement and Security Agreement, which are, by this reference, incorporated herein and made a part hereof. Capitalized terms used in this Note without definition shall have the respective meanings set forth in the Agreement.

1. PAYMENTS

1.1 Principal And Interest. The principal amount of this Note shall be due and payable in four (4) equal consecutive monthly installments commencing on September 1, 2015, until paid in full. Interest on the unpaid principal balance of this Note shall be due and payable together with each payment of principal.

1.2 Manner Of Payment. All payments of principal and interest on this Note shall be made by wire transfer of immediately available funds to an account designated by Holder in writing. If any payment of principal or interest on this Note is due on a day that is not a Business Day, such payment shall be due on the next succeeding Business Day, and such extension of time shall be taken into account in calculating the amount of interest payable under this Note. “Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Massachusetts.

1.3 Repayment. Maker may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note, provided that each such prepayment is accompanied by accrued interest on the amount of principal prepaid calculated to the date of such prepayment. Any partial prepayments shall be applied to installments of principal in inverse order of their maturity.

1.4 Security. The indebtedness evidenced by this Note and the obligations created hereby are secured by the Security Agreement between Maker, as Debtor, and Holder, as Secured Party, of even date herewith. Notwithstanding the foregoing, Maker acknowledges and agrees that Holder shall not be required to exhaust the collateral covered by the Security

Agreement prior to pursuing any other remedies which Holder may have under the Security Agreement or otherwise at law or in equity.

2. DEFAULTS

2.1 Events Of Default. The occurrence of any one or more of the following events with respect to Maker shall constitute an event of default hereunder (“**Event of Default**”), subject to applicable cure rights, if any:

(a) If Maker shall fail to pay when due any payment of principal or interest on this Note, unless within twenty-one (21) days, **Maker** has cured such failure.

(b) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a “**Bankruptcy Law**”), Maker shall (i) commence a voluntary case or proceeding; (ii) consent to the entry of an order for relief against it in an involuntary case; (iii) consent to the appointment of a trustee, receiver, assignee, liquidator or similar official; (iv) make an assignment for the benefit of its creditors; or (v) admit in writing its inability to pay its debts as they become due.

(c) If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Maker in an involuntary case; (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Maker or substantially all of Maker’s properties; or (iii) orders the liquidation of Maker, and in each case the order or decree is not dismissed within 30 days.

2.2 Notice By Maker. Maker shall notify Holder in writing within five days after the occurrence of any Event of Default of which Maker acquires knowledge.

2.3 Remedies. Upon the occurrence of an Event of Default hereunder (unless all Events of Default have been cured or waived by Holder), Holder may, at its option, (i) by written notice to Maker, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon, immediately due and payable regardless of any prior forbearance and (ii) exercise any and all rights and remedies available to it under applicable law, including, without limitation, the right to collect from Maker all sums due under this Note. Maker shall pay all reasonable costs and expenses incurred by or on behalf of Holder in connection with Holder’s exercise of any or all of its rights and remedies under this Note, including, without limitation, reasonable attorneys’ fees.

3. MISCELLANEOUS

3.1 Waiver. The rights and remedies of Holder under this Note shall be cumulative and not alternative. No waiver by Holder of any right or remedy under this Note shall be effective unless in a writing signed by Holder. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Holder will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim

or right of Holder arising out of this Note can be discharged by Holder, in whole or in part, by a waiver or renunciation of the claim or right unless in a writing signed by Holder; (b) no waiver that may be given by Holder will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on Maker will be deemed to be a waiver of any obligation of Maker or of the right of Holder to take further action without notice or demand as provided in this Note. Maker hereby waives presentment, demand, protest and notice of dishonor and protest.

3.2 Notices. Unless otherwise required by applicable law, any notice that must be given to Maker or Holder under this Note shall be sent in the manner described in the Security Agreement.

3.3 Severability. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 Governing Law. This Note will be governed by and construed under the laws of the State of New York without regard to conflicts-of-laws principles that would require the application of any other law.

3.5 Collection Costs. Maker promises to pay on demand all reasonable out-of-pocket costs of and expenses of Holder in connection with the collection of amounts due hereunder, including, without limitation, attorneys' fees incurred in connection therewith, whether or not any lawsuit is ever filed with respect thereto.

3.6 Full Recourse. The obligations of Maker hereunder are full recourse.

3.7 Parties In Interest. This Note will be binding in all respects upon Maker and inure to the benefit of Holder and its successors and assigns.

IN WITNESS WHEREOF, Maker has executed and delivered this Note as of the date first stated above.

ATTRACT CHINA LLC



By: _____
Name: Evan Saunders
Title: Manager & Chief Executive Officer