

12/29/03

01-02-2004



102637258

To the Commissioner of Patents and Trademark

Documents or copy thereof.

2003 DEC 29 AM 7:51
COPY/FINANCE

1. Name of conveying party(ies):

Woods & Gray, Ltd.

- Individuals
- General Partnership
- Corporation-State of Delaware
- Other: _____
- Association
- Limited Partnership

2. Name and address of receiving party(ies):

Textile Inc.
Akara Building
24 De Castro Street
Wickhams Cay I
Road Town, Tortola
British Virgin Islands

- Individual(s) citizenship
- General Partnership
- Corporation-British Virgin Islands
- Other: _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

Execution Date: October 15, 2003

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)

1,783,479	2,091,683	1,693,140
2,110,973	1,489,455	1,497,822
2,306,313	2,171,482	
2,059,570	2,112,589	

Additional numbers attached? Yes No

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

Name: Krisina M. Foudray
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 10

7. Total fee (37 CFR 3.41): \$265.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristina M. Foudray
Name of Person Signing

December 23, 2003
Date

Total number of pages including cover sheet, attachments, and document: 11

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
12/31/2003 ECOOPER 00000031 1783479

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

01 FC:0521
02 FC:0522

40.00 OP
225.00 OP

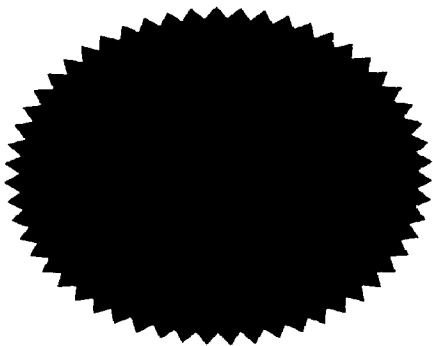
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

To all to whom these presents shall come:
I, Robin Somers Heard
Notary Public,

duly admitted, authorised and sworn, practising in Hong Kong,
Special Administrative Region of the People's Republic of China

Do Hereby Certify that the annexed copy of Deed of Assignment
dated 15 October 2003 is a true and accurate copy of the original one.

In Testimony whereof I have hereunto
subscribed my name and affixed my Seal of
Office this 12 day of November
in the year of our Lord two thousand and
three.




Notary Public,
Hong Kong.

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT made the 15 day of October

Two Thousand and Three BETWEEN

WOODS & GRAY, LTD., a corporation organized and existing under the laws of the State of Delaware, United States of America, of 1013 Centre Road, City of Wilmington, Country of New Castle, State of Delaware, United States of America (hereinafter called "the Assignor") of the one part and TEXTILE INC., a corporation organised and existing under the laws of British Virgin Islands, of Akara Building, 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands (hereinafter called "the Assignee") of the other part.

WHEREAS :-

(1) The Assignor is the registered proprietor of the registered trade marks the particulars of which are set out in the Schedule hereto in the countries therein mentioned (hereinafter called "the said Trade Marks").

(2) The Assignor has agreed with the Assignee for the sale and transfer to the Assignee of all of the property, right, title and interest in the said Trade Marks in respect of all of the goods as registered together with the goodwill of the business so far as in the goods in connection with which the same have been registered for the sum of HKD10.00 (Hong Kong Dollar Ten), but excluding accrued rights (including but not limited to all

rights to claim for act of infringement of the said Trade Marks which occurred before the date of this Assignment).

NOW THIS ASSIGNMENT WITNESSETH as follows:-

(1) In pursuance of the said agreement and in consideration of the payment to the Assignor by the Assignee of HKD10.00 (Hong Kong Dollar Ten)(the receipt whereof the Assignor hereby acknowledges), the Assignor as beneficial owner has assigned and by these presents hereby assigns sells or transfers unto the Assignee ALL of the property, right, title and interest in and to the said Trade Marks as hereinbefore described together with the goodwill of the business so far as in the goods in respect of which the said Trade Marks have been registered but excluding accrued rights (including but not limited to all rights to claim for act of infringement of the said Trade Marks which occurred before the date of this Assignment) TO HOLD the same unto and to the use of the Assignee its successors and assigns absolutely during the residue of the terms for which the said Trade Marks are registered and during any extensions of the said terms. For the avoidance of doubt, all accrued rights (including the right to claim for act of infringement before the date of this Assignment) are fully reserved by the Assignor.

(2) The Assignor does not warrant that it has good title to the said Trade Marks nor that the said Trade Marks do not constitute any infringement of trademarks, copyright or design of any third party. The Assignee hereby agrees to bear any liability, claim, or suit

in connection with any claim of infringement, passing off, violation of, or damages relating to the said Trade Marks herein assigned, which occurs after the date of this Assignment.

(3) For the purpose of registration of the rights to arise in respect of the said Trade Marks hereby assigned the Assignor covenants to execute without further payment from the Assignee all such additional necessary documents and to depose to or swear any declaration or oath as may be required for absolutely vesting full right title and interest to the said Trade Marks in favour of the Assignee.

(4) All costs to be incurred in recordal of the assignment of the said Trade Marks to the Assignee and re-registration of the expired trade marks mentioned in the Schedule hereto including legal professional fees and disbursements shall be borne by the Assignee.

IN WITNESS WHEREOF the Assignor and Assignee have hereunto affixed their hands and common or corporate seals as of the day and year first above written.

THE SCHEDULE HEREINBEFORE REFERRED TO

<u>Country</u>	<u>Trade Mark</u>	<u>Registration No.</u>
ARGENTINA	YACHT HAVEN & Device	1,690,717
AUSTRALIA	YACHT HAVEN & Device	724530
BRAZIL	YACHT HAVEN & Device	819829714
CANADA	YACHT HAVEN & Device	764586

CANADA	GOLD HAVEN & Device	763506
CANADA	BRITISH RACING GREEN & Device	764584
CANADA	STONE HAVEN & Device	763505
CHILE	YACHT HAVEN & Device	541350
China	YACHT HAVEN & Device	835628
China	BABYLAND	905136
China	COTTONFIELD Device	763930
China	COTTONFIELD Device (hang-tag)	865626
China	COTTONFIELD Device (label)	865640
China FRANCE	GOLF HAVEN YACHT HAVEN & Device	909350 97672413
FRANCE	RACING GREEN & Device	98731591
GERMANY	YACHT HAVEN & Device	39703037
Hong Kong	YACHT HAVEN & Device	9458 of 1995
Hong Kong	BABYLAND	B3999 of 1996
Hong Kong	GOLF HAVEN	1169 of 1997
INDONESIA	YACHT HAVEN & Device	406108
ITALY	YACHT HAVEN & Device	792232

ITALY	RACING GREEN & Device	816345
MEXICO	YACHT HAVEN & Device	487942 (Expired)
MEXICO	COTTONFIELD Device	487948
MEXICO	GOLD HAVEN & Device	487947
MEXICO	BRITISH RACING GREEN & Device	487949
MEXICO	STONE HAVEN & Device	487946
PANAMA	RACING GREEN & Device	98012
PERU	YACHT HAVEN & Device	37315
PERU	RACING GREEN & Device	49946
SINGAPORE	YACHT HAVEN & Device	T96/13947F
TAIWAN	YACHT HAVEN & Device	00791264
USA	YACHT HAVEN & Device	1,783,479 (Expired)
USA	BABYLAND & Device	2,110,973
USA	COTTONFIELD Device	2,306,313
USA	GOLF HAVEN & Device	2,059,570
USA	RACING GREEN & Device	2,091,683
USA	BRITISH RACING GREEN & Device	1,489,455

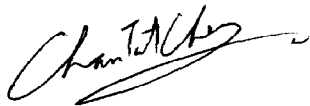
USA	STONE HAVEN & Device	2,171,482
USA	OLD CREEK & Device	2,112,589
USA	HUNE MEADOW & Device	1,693,140
USA	STERLING QUALITY	1,497,822

SIGNED SEALED and DELIVERED by)
)
)
for and on behalf of WOODS & GRAY,)
)
)
LTD.)
)
)
in the presence of :-)

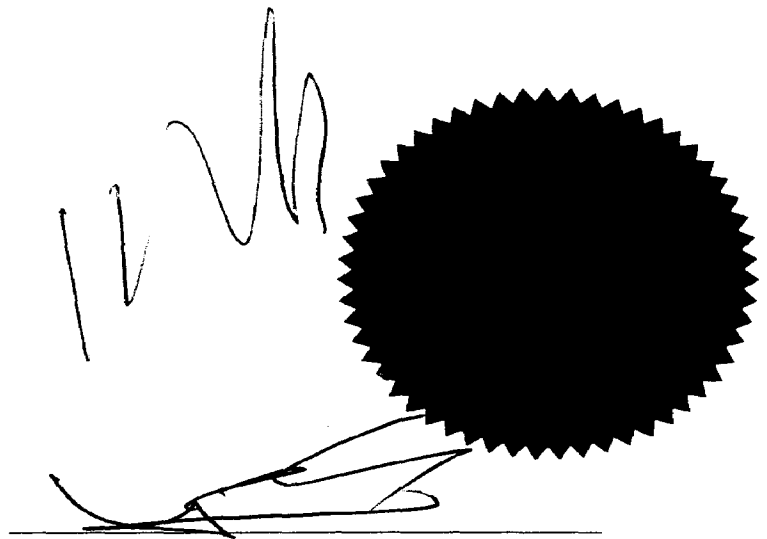


Name: Chan Shuk Ching
Title: Secretary

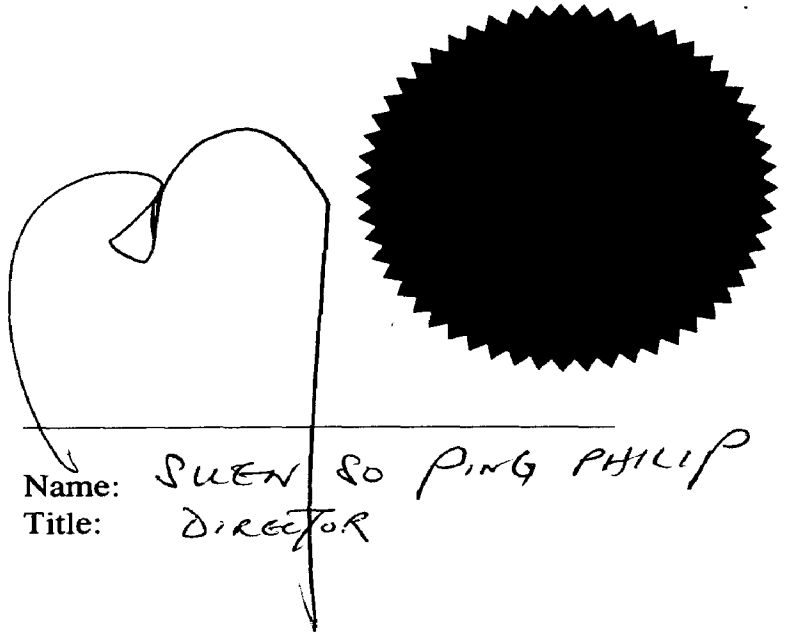
SIGNED SEALED and DELIVERED by)
)
)
for and on behalf of TEXTILE INC.)
)
)
)
in the presence of :-)



Name: CHAN TAT CHEUNG
Title: H.K. ID Card No. E757238(10)



Name: Kenneth Lo Lok Fung,
Yvonne Lo Choy Yuk Ching
Title: Director



Name: SUEN SO PING PHILIP
Title: DIRECTOR

DATED 15 October 2003

WOODS & GRAY, LTD.

- and -

TEXTILE INC.

ASSIGNMENT

JOHNSON STOKES & MASTER
SOLICITORS & NOTARIES
HONG KONG