

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winc Design Limited		04/28/2011	COMPANY: HONG KONG
RECEIVING PARTY DATA			
Name:	Pure Precision Limited		
Street Address:	P.O. Box 957		
Internal Address:	Offshore Incorporations Cente Road Town		
City:	Tortola		
State/Country:	BRITISH VIRGIN ISLANDS		
Entity Type:	COMPANY: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77910029	CHARLIE BANANA	
Serial Number:	77786971	CHARLIE BANANA	
Serial Number:	77980086	CHARLIE BANANA	
CORRESPONDENCE DATA			
Fax Number:	(202)861-1783		
Phone:	202-861-1500		
Email:	trademarks@bakerlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	John H. Weber and Kelu L. Sullivan		
Address Line 1:	1050 Connecticut Avenue, N.W.		
Address Line 2:	Washington Square, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	097825.000002		
DOMESTIC REPRESENTATIVE			

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TRADEMARK  
 REEL: 004694 FRAME: 0498

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Name: John H. Weber  
Address Line 1: 1050 Connecticut Avenue, N.W.  
Address Line 2: Washington Square, Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Kelu L. Sullivan
Signature:	/KLS/
Date:	01/09/2012

Total Attachments: 9  
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Dated the 28 day of April 2011

WINC DESIGN LIMITED

And

PURE PRECISION LIMITED

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ASSIGNMENT  
(WITH GOODWILL)

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Ribeiro Hui  
Rooms 1303-5, 13<sup>th</sup> Floor,  
Wilson House, 19-27 Wyndham Street,  
Central, Hong Kong.  
Tel: (852) 2537 0686  
Fax: (852) 2537 7636

I/Comm/2011/Winc Design 578/Assignment of IP 01 04 2011

THIS ASSIGNMENT ("Assignment") is made the 28 day April 2011 ("Effective Date")

Between

- (1) Winc Design Limited, a company incorporated in Hong Kong and the registered address of which is at Unit O, 7th Floor, Kaiser Estate Phase III, No.11 Hok Yuen Street, Hung Hom, Hong Kong ("Assignor"), and
- (2) Pure Precision Limited, a company incorporated in the British Virgin Islands and the registered office of which is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("Assignee").

WHEREAS:

- (A) As the date hereof, the Assignor is:
  - (i) the proprietor of the Trade Marks as listed in the Schedule I annexed hereto, including pending applications thereof, ("Trade Marks" and which term as used hereinbelow shall include any other applications for the registration of the mark of "Charlie Banana", and the double happiness logo alone or together with the Charlie Banana word mark that have been filed by the Assignor prior to the date hereof but not included in Schedule I),
  - (ii) the proprietor of the patents for inventions, utility models and/or designs as listed in the Schedule II annexed hereto, including pending applications thereof, ("Patents" and together with the Trade Marks, the "Intellectual Property Rights"), and
  - (iii) is indebted to the Assignee in the sum of HK\$688,000 ("Debt").
- (B) The Assignor has agreed to assign to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Intellectual Property Rights, together with the goodwill of the business concerned in the goods/services for which the Intellectual Property Rights are or may become registered or applied to ("Goodwill"), for the sum of HK\$888,000 ("Purchase Price").

IT IS HEREBY AGREED as follows:-

1. In pursuance of the said agreement and in consideration of the Purchase Price, the Assignor as beneficial owner does hereby assign and transfer to the Assignee with effect from the Effective Date all the Assignor's rights, title, interests and property in the

Intellectual Property Rights together with the full and exclusive benefit thereof, all common law rights and any copyright rights which may subsist in the Trade Marks and any drawings, sketches and other documents with respect to the Patents and all rights, privileges and advantages appertaining thereto and further TOGETHER WITH:-

- (a) the Goodwill, and
- (b) the right by the Assignee to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of any rights in or relating to any of the Intellectual Property Rights whether committed before or after the date of this Assignment, to the intent that the Intellectual Property Rights shall be in the name of and shall vest in the Assignee,

And TO HOLD the same unto the Assignee absolutely.

2. The Assignor and the Assignee agree that the Debt shall be applied in part payment, settlement or set off against the Purchase Price or vice versa on the date hereof without the need to exchange physical payment or remittance, and thus the Assignor acknowledges receipt or satisfaction of the Purchase Price to the extent of the Debt through the execution of this Assignment. The balance of the Purchase Price in the sum of HK\$200,000 shall be held as security for the performance of the Assignor's obligations under the License Agreement (including the obligation to effect payment of royalty) to be entered into within seven days from the date hereof between the Assignor and the Assignee if the Assignor shall request a license of the Intellectual Property Rights from the Assignee within such time.
3. The Assignor covenants and undertakes that the Assignor has not done or omitted to do and will not do or omit to do any act, matter or thing whereby the Intellectual Property Rights or any of them may be invalidated.
4. The Assignor warrants that it is the legal and beneficial owner of all the Intellectual Property Rights, the Intellectual Property Rights are not subject to any charge, pledge, mortgage or any other form of encumbrance in favour of any third party and do not infringe the intellectual property rights of any person, company, partnership, organization or entity.
5. The Assignor agrees that the Assignee shall have the right to record or register the assignment of any of the Intellectual Property Rights unto or in favour of the Assignee or any of its nominees in such registry for the registration of any form of intellectual property rights in any country or place in the world as and when the Assignee considers appropriate, and the Assignor shall execute and deliver all such documents as may be

reasonably required by the Assignee for such purpose, it being understood any such recordals or registrations shall be at the costs of the Assignee.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
7. In the event that any provisions of this Assignment shall be determined by a court of competent jurisdiction to be unenforceable or ineffective, the same shall be deemed severed from this Assignment without effect on the remaining provisions hereof which shall continue to remain fully enforceable and effective.
8. This Assignment shall be construed and interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"), and the courts of Hong Kong shall have jurisdiction to hear and determine any dispute or claim arising out of this Assignment. Each party hereto agrees to submit to the jurisdiction of the courts of Hong Kong for such purpose.

IN WITNESS whereof the Assignor and the Assignee have duly executed this Assignment the date first above written.

SIGNED for and on behalf of the Assignor ) (Signatory) Gaëlle Wizenberg  
 ) Name GAËLLE WIZENBERG  
 ) Title President  
 ) (Witness) \_\_\_\_\_  
in the presence of: ) Name CLAUDIA TSANG

SIGNED for and on behalf of the Assignee ) (Signatory) Gaëlle Wizenberg  
 ) Name GAËLLE WIZENBERG  
 ) Title President  
 ) (Witness) \_\_\_\_\_  
in the presence of: ) Name CLAUDIA TSANG

## Schedule I

### Winc Design Limited Trademark Portfolio (as at 31 March 2011)

<u>Mark</u>	<u>Country</u>	<u>Class</u>	<u>Goods Specification</u>	<u>Reference No.</u>	<u>Application / Registration No.</u>	<u>Application Date / Registration Date</u>	<u>Deadline</u>	<u>Status</u>
Charlie Banana	HK	5	Reusable breast pads, reusable feminine pads pharmaceutical and veterinary preparations sanitary preparations for medical purposes dietetic substances adapted for medical use, food for babies plasters, materials for dressings material for stopping teeth, dental wax disinfectants preparations for destroying vermin fungicides, herbicides	WAA090009	301388412	20 July 2009	19 July 2019 (Expiry of the first term)	Granted
		25	Reusable diapers Baby clothes Baby training pants and baby pyjama Clothing, footwear, headgear					
Charlie Banana	PRC	5	哺乳用墊 (nursing pads) 可多次使用卫生巾 (reusable feminine pads) 医用和兽医用制剂 (pharmaceutical and veterinary preparations) 医用卫生制剂 (sanitary preparations for medical purposes) 医用营养品 (dietetic substances adapted for medical use) 婴儿食品 (food for babies) 膏药 (plasters) 細敷材料 (materials for dressings) 填塞牙孔和牙模用料 (material for stopping teeth and dental wax) 消毒剂 (disinfectants) 消灭有害动物制剂 (preparations for destroying vermin) 杀真菌剂 (fungicides) 除莠剂 (herbicides)	WAA090002	7948983	20 July 2009 (priority) 28 December 2009 (actual)	27 Jan 2021 (Expiry Of the first term)	Granted
Charlie Banana	PRC	25	可多次使用尿布 (reusable diapers) 婴儿装 (baby cloths) 婴儿控制小便训练用裤 (baby training pants)	WAA090003	7948984	20 July 2009 (priority) 28 December	20 Dec 2020 (Expiry Of the first	Granted

			嬰兒睡衣褲 (baby pyjama) 服裝 (clothing) 鞋 (footwear) 帽 (headgear)			2009 (actual)	term)	
Charlie Banana	Europe	5	Reusable breast pads, reusable feminine pads pharmaceutical and veterinary preparations sanitary preparations for medical purposes dietetic substances adapted for medical use, food for babies plasters, materials for dressings material for stopping teeth, dental wax disinfectants preparations for destroying vermin fungicides, herbicides	WAA090004	008780074	8 December 2009	8 December 2019 (Expiry of the first term)	Granted
		25	Reusable diapers Baby clothes Baby training pants and baby pyjama Clothing, footwear, headgear	WAA090005				
CHARLIE BANANA	US	5	reusable breast pads, feminine hygiene pads pharmaceutical preparations, namely, antitussive cold preparations, analgesic and muscle relaxant preparations, chemotherapy preparations, preparations for the treatment of infectious diseases, preparations for the treatment of wounds, pharmaceutical skin care preparations veterinary preparations, namely, veterinary vaccines, anti- infective products for veterinary use , pain relief medications for veterinary use pharmaceutical preparations, namely, diagnostic preparations for medical or veterinary use, greases and petroleum jelly for medical or veterinary use, biochemical preparations for medical or veterinary use sanitary preparations for medical purposes dietetic substances, namely, foods and sugar for medical use, food for babies plasters, namely, plaster for medical use materials for dressings, namely, dressings for wounds, burns or surgery, gauze and bandages material for stopping teeth, dental wax disinfectants, namely, all purpose disinfectants and disinfectants for sanitary purposes preparations for destroying vermin	WAA090011	77786971	22 July 2009	14 Dec 2020 (Expiry of first term)	Granted



			fungicides, herbicides					
		16	disposable baby training pants; baby cloths, namely, disposable diapers and disposable inserts for diapers					
		25	reusable cloth diapers; baby cloths, namely, cloth diapers, cloth swim diapers, cloth leg warmers, cloth bibs; non-disposable baby training pants; non-disposable training shorts; non-disposable training skirts; non-disposable waterproof diapers; baby pajamas; clothing, footwear, headgear, namely, legwarmers, leggings, socks, tights, sleepwear, infant wear, skirts, pants, shorts, dresses, shirts, hats, and caps					
		24	cloth wipes, namely, wash cloths	WAA090013				
<b>Charlie Banana</b>	Canada	5, 25	<p>reusable feminine hygiene pad</p> <p>antitussive cold preparations, analgesic and muscle relaxant preparations, chemotherapy pharmaceutical preparations, Pharmaceutical preparations for the treatment of infectious diseases namely respiratory infections, eye infections, pharmaceutical preparations for the treatment of wounds, pharmaceutical preparations for skin care, namely dermatitis, skin pigmentation diseases, diaper rash, heat rash, nappy rash</p> <p>veterinary vaccines, Veterinary pharmaceutical preparations for the treatment of infectious diseases, namely swine dysentery, bacterial enteritis, Blue comb, pneumonia, Veterinary pharmaceutical preparations for the treatment of infectious diseases, namely respiratory infections, eye infections, topical infections, fungal medications and allergy medications.</p> <p>medical dressings, medical gowns</p> <p>kava, witch hazel, black cohosh, evening primrose, meal replacement bars, minerals, vitamins and flax seed oil, food for babies</p> <p>plasters, namely, plaster for medical use, dressings for wounds, burns or surgery, gauze and bandages</p> <p>dental fillings, dental alloys, dental abrasives, dental amalgams, dental cements, dental impression materials, dental lacquer, dental mastics, dental wax</p> <p>all purpose disinfectants and disinfectants for sanitary purposes, namely all-purpose disinfectants</p>	WAA090010	1464646	20 July 2009 (priority) 5 January 2010 (actual)	Examiner's Report issued deadline July 6, 2011	Pending



CHARLIE BANANA

PRC

25

婴儿衣服 (baby clothes)  
 婴儿裹巾 (baby cloths)  
 婴儿纺织品尿布 (diapers)  
 婴儿用游泳裤 (swim nappies)  
 围涎 (bibs)  
 训练用裤 (training pants)  
 训练用短裤子 (training shorts)  
 训练用裙子 (training skirts)  
 婴儿睡衣裤 (baby pyjamas)  
 服装 (clothing)  
 鞋 (footwear)  
 帽 (headgear)  
 腿套 (用于保暖) (leg warmers)  
 绑腿 (leggings)  
 短袜 (socks)  
 紧身衣裤 (tights)  
 睡衣裤 (pyjamas)  
 婴儿服装 (infant wear)  
 裙子 (skirts)  
 裤 (pants)  
 鸭舌帽 (caps)

WAA090027

8000159

18 January 2010

Pending



CHARLIE BANANA

US

5

reusable breast pads  
 feminine hygiene pads  
 pharmaceutical preparations, namely, antitussive cold preparations, analgesic and muscle relaxant preparations, chemotherapy preparations, preparations for the treatment of infectious diseases, preparations for the treatment of wounds, pharmaceutical skin care preparations  
 veterinary preparations, namely, veterinary vaccines, anti-infective products for veterinary use, pain relief medications for veterinary use  
 sanitary preparations for medical purposes  
 dietetic substances, namely, foods and sugar for medical use  
 food for babies  
 plasters, namely, plaster for medical use  
 materials for dressings, namely, dressings for wounds, burns or surgery, gauze and bandages  
 material for stopping teeth, dental wax


WAA090037

77910029

12 January 2010

23 Nov 2020  
 (Expiry  
 of  
 first term)

Granted

			<p>disinfectants, namely, all purpose disinfectants and disinfectants for sanitary purposes  preparations for destroying vermin  fungicides, herbicides</p>					
		16	<p>Disposable baby training pants  baby cloths, namely, disposable diapers and disposable inserts for diapers</p>					
		25	<p>Reusable cloth diapers  baby clothes, and baby cloths, namely, cloth diapers, cloth wipes, cloth swim diapers, cloth leg warmers and cloth bibs  non-disposable training pants, non-disposable training shorts, non-disposable training skirts, and non-disposable waterproof diapers  baby pajamas  clothing, footwear and headgear, namely, leg warmers, leggings, socks, tights, pajamas, infant wear, skirts, pants, hats and caps</p>					
	Australia	5	<p>Reusable breast pads;  feminine hygiene pads;  pharmaceutical preparations, namely, antitussive cold preparations, analgesic and muscle relaxant preparations, chemotherapy preparations, preparations for the treatment of infectious diseases, preparations for the treatment of wounds;  pharmaceutical skin care preparations;  veterinary preparations, namely, veterinary vaccines, anti-infective products for veterinary use, pain relief medications for veterinary use;  sanitary preparations for medical purposes;  dietetic substances, namely, foods and sugar for medical use, food for babies;  plasters, namely, plaster for medical use;  materials for dressings, namely, dressings for wounds, burns or surgery, gauze and bandages;  material for stopping teeth, dental wax;  disinfectants, namely, all purpose disinfectants and disinfectants for sanitary purposes;  preparations for destroying vermin;  fungicides, herbicides</p>	WAA100079	1350724	15 March 2010	15 March 2020 (Expiry of first term)	Granted