FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

11-18-1998

U.S. Department of Commerce Patent and Trademark Office PATENT



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Conveying Party(ies)		Mark if additional	names of conveying	g parties attach	ed Execution Date Month Day Year	
Name (line 1) Serge Kokkinis					2/27/98	
Name (line 2)						
Second Party	Execution Date Month Day Year					
Name (line 1) Zoo Design Limit	Zoo Design Limited 2/27/98					
Name (line 2)	get kanganggalaksi se sagaran senasa dilikhi separatikan sapatikkin sasa dilikhin sasari 177 odaliksi 178 Sanasa dilikhin se sagaran sasa dilikhin separatikan sagaran dilikhin sagaran dilikhin sagaran sagaran sagaran					
Receiving Party		N	lark if additional nar	nes of receiving	parties attached	
Name (line 1) Alfa Technology	Limited				If document to be recorded is an assignment and the	
Name (line 2)	receiving party is not domiciled in the United States, an appointment					
Address (line 1) Unit 5-7, 1st Floo	Unit 5-7, 1st Floor, Kodak House II, 321 Java Road of a domestic representative is attached.					
Address (line 2)	(Designation must be a separate document from Assignment.)					
Address times North Point City	r 1	ong Kong State/Country		Zip Code]	
Domestic Representative	Name and Addr	ess Enter	for the first Receivin	g Party only.		
Name						
Address (line 1)						
Address (line 2)						
Address (line 3)	4.70					
Address (line 4)						
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FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT			
Correspondent Name and Address	Area Code and Telephone N	umber 512-499-3600			
Name Matthew J. Booth, Reg. No. 35	454				
Address (line 1) Strasburger & Price, LLP					
Address (line 2) 600 Congress Ave., Ste. 2600					
Address (line 3) Austin TX 78701					
Address (line 4)					
Pages Enter the total number of paincluding any attachments.	ges of the attached conveyanc	e document # 15			
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Number of Properties Enter the total	al number of properties involv	ed. # 1			
Fee Amount Fee Amount	for Properties Listed (37 CFR	3.41): \$ 40			
Method of Payment: Enclo	osed X Deposit Account				
Deposit Account (Enter for payment by deposit account or if addi	tional fees can be charged to the accor	int)			
Deposit Account Number: # 194547					
,	Authorization to charge additional	fees: Yes X No			
Statement and Signature					
To the best of my knowledge and be attached copy is a true copy of the cindicated herein.					

Matthew J. Booth, Reg. No. 35,454

Name of Person Signing

Signature Date

COPYRIGHT/DESIGN ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the 27th day of February 1998

29/092924

BETWEEN:

Serge KOKKINIS of Apartment Unit No.203, 20th floor, St. John Court, 76 Macdonnell Road, Hong Kong ("the Designer")

Zoo Design Limited, a corporation organised and existing under the laws of Hong Kong whose principal office is at Unit 104, 1/F, Kodak House II, 321 Java Road, North Point, Hong Kong ("the Company")

and

Alfa Technology Limited, a corporation organised and existing under the laws of Hong Kong whose principal office is at Unit 5 - 7, 1st floor, Kodak House II, 321 Java Road, North Point, Hong Kong ("the Assignee")

WHEREAS:

- (A) The Designer has been commissioned by the Assignee to make original design(s) for which the Assignee has paid the Designer good and valuable consideration.
- (B) Pursuant thereto the Designer has made the following designs, representations of which are attached to the Schedule hereto ("the Designs"):

1.	Alarm Clock	(Model No. HY-C160/K118);
2.	Alarm Clock	(Model No. HY-C161/K108);
3.	Alarm Clock	(Model No. HY-C158/K92);
4.	Alarm Clock/Radio	(Model No. HY-CR157/K82);
5.	Clock Radio	(Model No. HY-CR153/RR258);
6.	Clock Radio	(Model No. HY-CR154/RR298);
7.	Radio Cassette Compact Disc	(Model No. CD-149):
8.	Radio Cassette Compact Disc	(Model No. CD-148):
9.	Clock Radio	(Model No. ZD53/RR248);
10.	Clock Radio	(Mode) No. HY-CR152/RR268);
1.1	Radio	/Mode: No. HY-C155/R85)

(C) The Designer has been and still is until the date of this Assignment a shareholder and a director of the Company since the Company's incorporation.

NOW THIS DEED WITNESSETH:

1. The Designer and Company HEREBY ASSIGN to the Assignee all copyright, design and other such rights, whether registered or unregistered together with all and any other benefit, right, title and interest ("the Rights") in the Designs which the Designer and/or the Company now or at any time hold or held wheresoever the Rights may subsist for the residue of their term and any renewals and extensions thereof TO HOLD the same unto the Assignee absolutely together with all and any other benefit, right, title and interest therein including the right to take action anywhere in the world for past infringements and to recover damages including (where available) damages for conversion or detention of the infringing copies, additional, aggravated and exemplary damages and all other remedies in respect of any infringement of the said rights

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PATENT REEL: 9391 FRAME: 0870 such documents and perform all such further acts as may be necessary to vest absolutely in the Assignee the Rights and other benefit, right, title and interest as aforesaid.

- 3. The Designer and Company hereby also undertake to give all reasonable assistance requested by directly or indirectly or on its behalf in any proceedings relating to the designs and undertake to reimburse the Assignee for all reasonable expenses incurred in giving such assistance.
- 4. The Designer and Company severally warrant that, in so far as the designs or any parts thereof were made by any employee of the Designer or the Company, such were made by the employee in the ordinary course of his full time employment with the Designer or the Company under terms which did not preclude the Rights vesting in the Designer or the Company.
- 5. The Designer and Company warrant in favour of the Assignee that the designs are original and that immediately prior to the execution hereof the rights granted by virtue of this Assignment vested in the Designer and/or the Company and that nothing has been done nor has any event occurred whereby such rights or any of them may be declared void or terminated.
- The Designer and Company covenant in favour of the Assignee that the Assignee shall have and enjoy quiet possession of the rights granted herein uninterrupted and undisturbed by the Designer or the Company or any other party claiming through, under or in trust for the Designer and/or the Company.
- 7. The Designer and Company further warrant that to the best of the Designer's and Company's knowledge and belief the grants granted herein do not infringe the rights of any third party.

AS WITNESS WHEREOF the parties hereto have executed this document as a Deed the day and year first before written.

SIGNED SEALED AND DELIVERED by the said Serge Kokkinis

in the presence of:

[name, address and signature of witness]

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BU TIBUA GOMD, WITHIN PUINT, HIC

THE COMMON SEAL of Zoo Design Limited is hereunto affixed

in the presence of the Ho WAI SUN

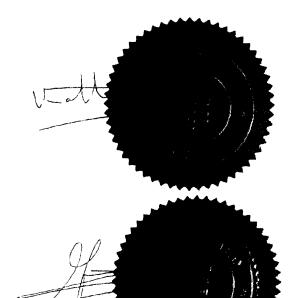
Must C.117, Lozide PEET - REI THE ECOP MORTH PONT

THE COMMON SEAL OF
Alfa Technology Limited is hereunto affixed

in the presence of:

RECORDED: 08/31/1998





PATEN REEL: 9391 FRAML