

Dated the 5th day of February 2009

(1) ORIENTAL CITY GROUP LIMITED

(奧思知集團有限公司)

(as Transferor)

and

(2) ORIENTAL CITY GROUP HOLDINGS LIMITED

(奧思知集團控股有限公司)

(as Transferee)

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**ASSIGNMENT AND TRANSFER OF DOMAIN NAME**

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**F. ZIMMERN & CO.**  
**Solicitors & Notaries,**  
**Suites 1501-3, 15<sup>th</sup> Floor,**  
**Gloucester Tower, The Landmark,**  
**11 Pedder Street, Central,**  
**Hong Kong.**  
**Ref.: PC/O2/2007**

**THIS ASSIGNMENT** is made this 5th day of February Two Thousand and Nine

BETWEEN :-

- (1) ORIENTAL CITY GROUP LIMITED (奧思知集團有限公司), a company incorporated in Hong Kong whose registered office is situated at 2602 Golden Centre, 188 Des Voeux Road Central, Hong Kong (the "Transferor"); and
- (2) ORIENTAL CITY GROUP HOLDINGS LIMITED (奧思知集團控股有限公司), a company incorporated in the Cayman Islands whose registered office is situated at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and principal place of business in Hong Kong is situated at Room 505, 5th Floor, Nan Fung Tower, No. 173 Des Voeux Road, Central & Nos. 84-86, Connaught Road Central, Hong Kong (the "Transferee").

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Assignment, the following words and expressions have the following meanings, unless the context otherwise requires:

- 1.1 "the Declaration Form" means the declaration in the standard form provided by Hong Kong Domain Name Registration Company Limited on the Transferee's headed notepaper attached as the Schedule 2 to this Assignment;
- 1.2 "the Domain Name" means ocg.com.hk;
- 1.3 "the Transfer Application Letter" means the letter in the standard form provided by Hong Kong Domain Name Registration Company Limited on the Transferor's headed notepaper attached as the Schedule 1 to this Assignment setting out both parties' Assignment to the transfer of the Domain Name; and
- 1.4 "the Online Transfer Application Form" means the online transfer application form in the standard form provided by Hong Kong Domain Name Registration Company Limited which shall be duly completed and submitted by the Transferee.

2. TRANSFER AND ASSIGNMENT

Upon the terms and subject to the conditions of this Assignment, the

Transferor as sole and exclusive legal and beneficial owner shall transfer and assign to the Transferee with full title guarantee to the fullest extent possible all right, title and interest in and to the Domain Name with effect from the date of this Assignment or as soon as possible thereafter, together with all accrued benefits and rights attached to the Domain Name, or shall procure such transfer and assignment.

3. CONSIDERATION

The consideration for the transfer and assignment is the sum of HONG KONG DOLLAR ONE (HK\$1.00), receipt and the sufficiency of which is acknowledged by the Transferor.

4. TRANSFER OF THE DOMAIN NAME

As soon as possible after execution of this Assignment, the Transferee shall submit the duly completed Online Transfer Application Form, the Transfer Application Letter and the Declaration Form to Hong Kong Domain Name Registration Company Limited. The Transferor shall provide all reasonable assistance to achieve the objectives of this Assignment, and shall do and execute, or procure that there shall be done or executed, all documents, deeds, matters, acts and things that may be necessary to finalise the transfer and assignment of the Domain Name to the Transferee by Hong Kong Domain Name Registration Company Limited, including without limitation due execution of the Transfer Application Letter from the Transferor.

The Transferee shall bear any registration costs or taxes arising from or relating to the transfer and assignment or recordal of the transfer and assignment of the Domain Name.

5. WARRANTIES AND COVENANTS OF THE TRANSFEROR

5.1 The Transferor, to the best of its knowledge, information and belief, warrants to the Transferee that:

5.1.1 the Transferor has all power and capacity required to execute this Assignment and to transfer and assign the Domain Name, or procure its transfer and assignment, to the Transferee pursuant to this Assignment;

5.1.2 the Transferor is the sole and exclusive legal and beneficial owner of all right, title and interest in and to the Domain Name;

5.1.3 the Transferor has good, marketable and unrestricted title to the

- Domain Name, and the Domain Name is not subject to any contract of transfer or licence, lien, mortgage, security interest, pledge, encumbrance, charge, claim or restriction of any kind;
- 5.1.4 there has been and is no claim of adverse ownership or invalidity or other opposition to or conflict with the Domain Name, nor any pending or threatened proceeding, claim, demand, action or investigation of any nature against the Transferor relating to the Domain Name; and
- 5.1.5 there have been and is no claim that the use of the Domain Name breaches, violates, infringes or interferes with any rights of any person or entity or requires payment for its use.
- 5.2 The execution and delivery of this Assignment and the other documents contemplated in it do not and will not result in a breach of or constitute default under the terms and provisions of any other Assignments either written, verbal or otherwise including any domain name registration Assignment and registrant name change Assignment.
- 5.3 The Transferor shall not, whether acting by its officers, employees, agents or otherwise, from the earlier of the date of completion of the transfer and assignment and the date one month after the date of this Assignment use or permit the use of the Domain Name or any domain name substantially or confusingly similar to the Domain Name, including without limitation any use:
- 5.3.1 in relation to any business or other activity whatsoever regardless of the medium through which it is conducted, whether in Hong Kong or elsewhere;
- 5.3.2 as a domain name, URL or otherwise regardless of the medium in which it is used, whether in Hong Kong or elsewhere; and
- 5.3.3 as a trade or service mark.
6. CONFIDENTIAL INFORMATION
- 6.1 For the purposes of this clause 'confidential information' means all information relating to a party's business, customers or financial or other affairs which is not publicly known.
- 6.2 Each party undertakes that it will not, during the term of this Assignment or at any time thereafter, use, divulge or communicate to any person, except its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the other

party that may have or may in the future come to its knowledge, and the parties shall use reasonable endeavours to prevent the publication or disclosure of any such confidential information.

7. ENTIRE ASSIGNMENT, REPRESENTATIONS AND REMEDIES

Save in the case of fraud or fraudulent concealment, each party acknowledges that:

- 7.1 this Assignment together with any other documents referred to in it (together 'the Contract') constitutes the entire and only Assignment between the parties relating to the subject matter of the Contract;
- 7.2 it has not been induced to enter into the Contract in reliance on, nor has it been given, any representation or other statement of any nature whatsoever other than those set out in the Contract; and
- 7.3 the only remedies available to it in respect of the Contract are damages for breach of contract and it shall have no right to rescind or terminate the Contract for any reason whatsoever.

8. ASSIGNMENT

Neither party may, without the prior written consent of the other, assign, transfer or declare a trust of any benefit arising under or out of this Assignment nor shall it delegate or subcontract to any third party any of its obligations under this Assignment.

9. GOVERNING LAW AND JURISDICTION

This Assignment and any dispute or claim whatsoever relating to it or its formation shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts.

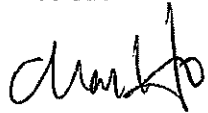
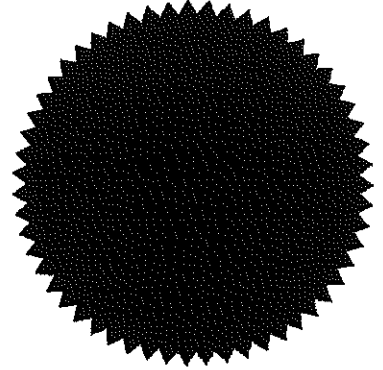

IN WITNESS whereof this Assignment has been duly executed by the parties hereto the day and year first above written.

The TRANSFEROR

SEALED with the COMMON SEAL  
of ORIENTAL CITY GROUP LIMITED  
(奧思知集團有限公司)

and SIGNED on its behalf by  
*Mr Yu Chun Fai, a director*  
in the presence of :-

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)  
)  
)  
)  
)



Ho Wing Chi  
F. Zimmern & Co.  
Solicitor  
Hong Kong, SAR

The TRANSFEREE

SIGNED by *Mr Yu Chun Fai, a director* )  
for and on behalf of ORIENTAL CITY GROUP )  
HOLDINGS LIMITED (奧思知集團控股有限公司) )  
in the presence of :- )

For and on behalf of  
ORIENTAL CITY GROUP HOLDINGS LIMITED



.....  
*Authorized Signature(s)*



Ho Wing Chi  
F. Zimmern & Co.  
Solicitor  
Hong Kong, SAR

SCHEDULE 1

*(This letter must be printed on the letterhead of the Transferor duly completed and mailed to the Hong Kong Domain Name Registration Company Limited))*

Hong Kong Domain Name Registration Company Limited ("HKDNR")  
Unit 2002-2005, 20/F ING Tower,  
308 Des Voeux Road, Central, Sheung Wan, Hong Kong

Dear HKDNR,

Re: Transfer of domain name *ocg.com.hk* ("the Domain Name")  
Tracking Number :

I, \_\_\_\_\_ (name), am a (director/partner/owner) of ORIENTAL CITY GROUP LIMITED (奧思知集團有限公司) the "Transferor" and I hereby declare that I have the authority to bind the Transferor, a business registered in Hong Kong. I write to confirm that the Transferor agrees to transfer the registration of the Domain Name to the Transferee ORIENTAL CITY GROUP HOLDINGS LIMITED (奧思知集團控股有限公司) resident in the Cayman Islands and whose principal place of business in Hong Kong is situated at Room 505, 5th Floor, Nan Fung Tower, No. 173 Des Voeux Road, Central & Nos. 84-86, Connaught Road Central, Hong Kong.

The Transferor acknowledges that:-

- (a) the Transferor is the current registrant of the Domain Name, and has not transferred, or entered into any agreement that purports to transfer any right, title or interest in the Domain Name to any third party;
- (b) the transfer is subject to the Transfer Application being accepted by HKDNR and any outstanding fees owed to HKDNR by the Transferor or Transferee being paid; and
- (c) once the transfer is completed, all the Transferor's rights, title and interest in the Domain Name and all its obligations derived from the registration of the Domain Name with HKDNR shall be completely transferred to the Transferee; and
- (d) the Transferor may not assign any right, title or interest in the Domain Name by other means or procedure save the procedures set out in this transfer form

and any other attempt by the Transferor to assign any of the Domain Name's rights or any attempt by Transferor's creditors to obtain rights, title and interest in the Domain Name shall not be recognized by HKDNR and may render Transferor's registration of the Domain Name voidable at HKDNR's sole discretion.

Sincerely,

\_\_\_\_\_  
(Signature of director/ partner/ owner representing Transferor) (company's chop)

\_\_\_\_\_  
Date: \_\_\_\_\_

(Name and Title in Block Letters)

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We, the Transferee, agree to jointly execute the transfer of the above-named Domain Name.

\_\_\_\_\_  
(Signature of director/ partner/ owner representing Transferor) (company's chop)

\_\_\_\_\_  
Date: \_\_\_\_\_

(Name and Title in Block Letters)



## SCHEDULE 2

### Declaration Form

*(This letter must be printed on the letterhead of the Transferee if the Transferee is the company or an organization, duly completed and mailed to the Hong Kong Domain Name Registration Company Limited))*

Hong Kong Domain Name Registration Company Limited ("HKDNR")  
Unit 2002-2005, 20/F ING Tower,  
308 Des Voeux Road, Central, Sheung Wan, Hong Kong

#### **Declaration for overseas businesses (Declaration Form DCTNR1)**

I, solely, sincerely and truly declare as follows:-

1. I am a director of ORIENTAL CITY GROUP HOLDINGS LIMITED (奧思知集團控股有限公司) (the "Business") registered in the Cayman Islands and the Transferee of domain name ocg.com.hk and have sufficient authority to bind the Business. I declare that the Business is as at the date of this declaration in existence and is solvent.
2. The matters declared herein are true to the best of my knowledge and belief.
3. I attach a copy of a document that proves that I am a director/ partner/ sole proprietor of the Business in English.

(Signature of an individual or director/ partner/ sole proprietor (company's chop)  
representing the current registration of the Company or Business)

\_\_\_\_\_ Date: \_\_\_\_\_

(Name and Title in Block Letters)