

FILED

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2008 AUG 19 PM 3:45

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

9 Attorney for Plaintiffs
10 ARTER NEON SIGN, INC.
11 and PONG C. KAO

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

DSF

14 ARTER NEON & LED SIGN, INC.,
15 a California corporation; and PONG
16 C. KAO, an individual,

Case No **CV08-05446 (MANX)**

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF:**

17 Plaintiffs,

1. **COPYRIGHT
INFRINGEMENT;**

18 v.

2. **BREACH OF CONTRACT;
AND**

19 TOUCH OF ASIA SPA
20 EQUIPMENT, INC., a California
21 corporation; HONG JU LIU, an
22 individual; BRUCE JONES, an
23 individual; and DOES 1 through 10,
24 inclusive,

3. **ACCOUNTING**

25 Defendants.

DEMAND FOR JURY TRIAL

26 Plaintiffs, ARTER NEON SIGN, INC. and PONG C. KAO, by and through the
27 undersigned counsel of record, allege as follows:

28 **JURISDICTION AND VENUE**

1. This is an action for, among other things, infringement of copyrighted neon
and LED artwork owned by plaintiffs.

1 2. Jurisdiction is conferred upon this Court by 28 U.S.C. § 1331, 28 U.S.C. §§
2 1338 (a) and (b), and 28 U.S.C. § 1367(a); and arises under the Copyright Act of
3 1976, 17 U.S.C. § 101 et seq.

4
5 3. Venue lies in the Central District of California pursuant to 28 U.S.C.
6 §1400(a), as defendants and their agents do business and may be found in this
7 district. Specifically, plaintiffs are informed and believe and thereon allege that
8 defendants regularly conduct business in this district, and have purposefully availed,
9 and currently avail, themselves of the privilege of conducting business in this
10 district, thereby invoking the benefits and protections of the laws of the district.

11
12 **PARTIES**

13
14 4. Plaintiff Arter Neon Sign, Inc. (hereinafter "Arter Neon"), is, and at all
15 times relevant was, a California corporation, duly authorized to do, and doing,
16 business in the County of Los Angeles, State of California.

17
18 5. Plaintiff Pong C. Kao is, and at all times relevant herein was; a resident of
19 the State of California, County of Los Angeles, and a principal of Arter Neon.

20
21 6. Plaintiffs are informed and believe and thereon allege that at all times
22 relevant herein, defendant Touch of Asia Spa Equipment, Inc. ("TOA") is and was a
23 corporation formed and existing under the laws of the State of California with its
24 principal place of business located at 2651 South Pacific Park Drive in Whittier,
25 California. Among other things, TOA is engaged in the business of manufacturing,
26 importing and distributing products used in the operation of day spas, including neon
27 and LED signs and artwork pertinent to the industry.

28

1 7. Plaintiffs are informed and believe and thereon allege that at all times
2 relevant herein, defendant Hong Ju Liu, also known as Michelle Liu, is and was a
3 resident of the State of California, County of Los Angeles. Plaintiffs are further
4 informed and believe and thereon allege that Liu is a principal of defendant TOA.
5

6 8. Plaintiffs are informed and believe and thereon allege that at all times
7 relevant herein, defendant Bruce Jones is and was a resident of the State of
8 California, County of Los Angeles. Plaintiffs are further informed and believe and
9 thereon allege that Jones is also a principal of defendant TOA.
10

11 9. Plaintiffs are informed and believe, and thereon allege, that at all times
12 herein alleged there existed such a unity of interest and ownership between Liu and
13 Jones on the one hand and TOA on the other hand, such that any individuality and
14 separateness between them has ceased, and that TOA was the alter ego of Liu and/or
15 Jones in that: (a) there has existed a unity of interest and ownership between these
16 entities such that any individuality of these defendants never existed or ceased to
17 exist; (b) the corporation has been and is a mere shell and a sham, without capital or
18 assets, or was so inadequately capitalized that compared with the business to be done
19 by the corporation, and the risks of loss attendant thereto, its capitalization has been
20 illusory and the corporation was intended by its principals primarily as a device to
21 avoid individual liability; (c) the principals of the corporation have used the assets of
22 the corporation for their own personal use, caused assets of the corporation to be
23 transferred to themselves and their family members, their business entities, and/or
24 third parties controlled by them, without consideration, or for inadequate
25 consideration, and have withdrawn funds from the corporation's bank accounts for
26 their personal use; (d) the corporation has been and continues to be a shell and a
27 mere instrumentality or conduit through which its principals have carried on their
28 individual business in the corporation's name, exercising complete control and

1 dominance of such business to such an extent that any individuality or separateness
2 between the principals and the corporation does not exist; and (e) judicial adherence
3 or acknowledgment of the fiction of the separate existence of the corporation as an
4 entity distinct from its principals, would permit abuse of the corporate privilege,
5 would sanction and perpetrate a fraud, and promote injustice, particularly in light of
6 the fact that the corporation has been inadequately capitalized and the principal has
7 conducted the business of the corporation, including diversion of assets and property
8 from the corporation, and thereby rendering it insolvent.

9
10 10. The true names and capacities, whether individual, corporate, associate or
11 otherwise, of defendants sued herein as Does 1 through 10, inclusive, are unknown
12 to plaintiffs who therefore sue those defendants by such fictitious names. Plaintiffs
13 will amend this complaint to insert the true names and capacities of such DOE
14 defendants when the same have been ascertained.

15
16 11. Plaintiffs are informed, believe and thereon allege that each defendant
17 designated herein as a DOE is responsible in some manner for the occurrences and
18 events herein alleged and that plaintiffs' damages were proximately caused by their
19 conduct.

20
21 12. Plaintiffs are informed, believe and thereon allege that unless otherwise
22 specifically mentioned, each defendant was an agent and/or employee of each of the
23 remaining defendants, and that in doing the things complained of herein was acting
24 within the course and scope of such agency and/or employment.

1 **FACTS COMMON TO ALL CAUSES OF ACTION**

2
3 13. Plaintiffs are in the business of designing, manufacturing, importing and
4 distributing neon and LED signs and artwork. In addition to manufacturing custom-
5 made signs and artwork for their clients, plaintiffs also manufacture signs and
6 artwork that are of their own original design for sale. Beginning in or around 1996,
7 plaintiffs' products are also advertised and sold on the internet at its website
8 www.arterneon.com.

9
10 14. In the course of plaintiffs' business, plaintiff Kao has developed, designed
11 and copyrighted several original neon and LED artwork. In particular, on or about
12 April 30, 2007, Kao obtained copyright registration for a "Scissors" LED design,
13 registered as U.S. Copyright No. VAu 742-862. On or about May 21, 2007, Kao
14 obtained copyright registration for an additional body of neon and LED artwork
15 under U.S. Copyright No. VAu 750-093, consisting of a catalogue of 132 separate
16 designs. True and correct copies of Kao's certificates of copyright registration, and
17 the related neon and LED artwork as described herein are attached hereto as Exhibits
18 A and B, respectively.

19
20 15. On or about February 6, 2008, Kao further registered for copyrights to two
21 additional neon and LED designs consisting of a "Reflexology" artwork and a "Foot
22 Massage" artwork. A true and correct copy of Kao's application for copyright
23 registration as described herein is attached hereto as Exhibit C. Registration
24 certification from the U.S. Copyright Office to these designs is pending.

25
26 16. The foregoing copyrights have all been exclusively licensed to Arter
27 Neon.

1 17. In or around July 2007, Arter Neon and TOA entered into a Non-
2 Exclusive License Agreement (the "License Agreement") whereby TOA was
3 permitted to distribute neon and LED signs containing certain of Arter Neon's
4 copyrighted designs. A true and correct copy of the License Agreement is attached
5 hereto as Exhibit D.

6
7 18. Pursuant to the License Agreement, TOA obtained several computer
8 images of Arter Neon's copyrighted designs to upload onto its website at
9 www.toaspa.com. All orders for products containing such designs were to be
10 forwarded to Arter Neon; and TOA expressly agreed not to manufacture products
11 containing Arter Neon's copyrighted designs itself, or to obtain such products from
12 anyone other than Arter Neon.

13
14 19. On or about June 17, 2008, while delivering products under warranty to
15 TOA, Kao noticed that TOA's showroom contained numerous neon and LED signs
16 bearing Arter Neon's copyrighted designs on display that *were not* manufactured by
17 or purchased from Arter Neon. Kao pointed out the infringing products to Liu and
18 reminded her that the License Agreement prohibited TOA from copying Arter
19 Neon's designs – whether by manufacturing infringing products itself or by
20 obtaining such products from third parties. Kao also advised Liu that the designs at
21 issue were either subject to an existing copyright (Registration No. VAu 750-093) or
22 to the application that was pending before the U.S. Copyright Office.

23
24 20. Liu was unmoved. Indeed, she openly admitted that she obtained the
25 infringing products from a manufacturer in China because they cost much less than
26 Arter Neon's prices. Liu also refused to cease her infringing conduct, and stated to
27 Kao that since she purchased "half a container" of products from China, she intended
28 to continue selling the infringing products at least until her supply was depleted.

1 21. Kao informed Liu that her conduct was in direct violation of the parties'
2 License Agreement, and that it also amounted to an infringement of his copyrights.
3 Liu responded by taunting Kao to "go ahead and sue me."
4

5 22. Later that same day, Arter Neon sent TOA a letter terminating the parties'
6 License Agreement and admonishing TOA to cease and desist its infringing conduct.
7 Among other things, TOA was instructed to remove all images of Arter Neon's
8 copyrighted designs from its website, and was told that it was no longer authorized to
9 use such images on any of its advertisements. Arter Neon also sought to obtain all
10 records of TOA's sale of the infringing products. A true and correct copy of Arter
11 Neon's June 17, 2008 letter to TOA is attached hereto as Exhibit E.
12

13 23. TOA did not respond to Arter Neon's letter, nor did it provide Arter Neon
14 with the information it requested. Plaintiffs are informed and believe and thereon
15 allege, that despite the warnings from Arter Neon and Kao, defendants have
16 continued their infringing conduct and continue to advertise the sale of products
17 bearing Arter Neon's copyrighted designs on their website, www.toaspa.com.
18

19 24. On or about June 28, 2008, plaintiffs' investigator walked into TOA's
20 showroom in Whittier, California, and purchased two LED signs containing Arter
21 Neon's copyrighted "Open/Double Line" design (registered under VAu 750-093) and
22 "Foot Massage" design (registration pending). During the sales transaction,
23 plaintiffs' investigator was further informed by TOA's employee that the company
24 began to send orders to China because the products were too expensive to be made in
25 the United States.
26
27
28

1 25. In doing the wrongful acts described herein, defendants and each of them
2 have been guilty of malice, oppression, fraud and willful disregard of plaintiffs'
3 rights.

4
5 26. The natural, probable and foreseeable result of defendants' wrongful
6 conduct as alleged has deprived and will continue to deprive plaintiffs of the benefits
7 of manufacturing, distributing, selling and otherwise exploiting products containing
8 plaintiffs' copyrighted designs; it has deprived and will continue to deprive plaintiffs
9 of goodwill; and it has and will continue to injure plaintiffs' relations with present
10 and prospective customers. Plaintiffs have and will continue to sustain damages as a
11 result of defendants' wrongful conduct. Much of this damage is irreparable.

12
13 27. Plaintiffs have no adequate remedy at law to redress all of the injuries that
14 defendants have caused and intend to cause by their conduct. Plaintiffs will continue
15 to suffer irreparable damages and sustain lost profits until defendants' actions as
16 alleged above are enjoined by this Court.

17
18 **FIRST CAUSE OF ACTION**

19 **Copyright Infringement**

20 **17 U.S.C. § 101 et seq.**

21 **[Against All Defendants]**

22
23 28. Plaintiffs reallege and fully incorporate herein by reference each and every
24 allegation contained in Paragraphs 1 through 27, inclusive.

25
26 29. By the actions alleged above, defendants have infringed and will continue
27 to infringe upon plaintiffs' rights in and related to the copyrighted neon and LED
28 artwork by manufacturing, selling, distributing and/or otherwise placing upon the

1 market unauthorized products bearing plaintiffs' copyrighted neon and LED artwork.
2 Plaintiffs have sustained and will continue to sustain damages to the value of their
3 products, in that the wrongful acts of defendants diminish the revenues which
4 plaintiffs would otherwise receive from their authorized exploitation of their
5 copyrights.

6
7 30. Plaintiffs are entitled to an injunction restraining defendants and each of
8 them, their officers, agents and employees and all persons acting in concert with
9 them from engaging in any further actions in violation of the applicable copyright
10 laws.

11
12 31. Plaintiffs are further entitled to recover from defendants and each of them,
13 the damages they have sustained and will sustain, and any gains, profits and
14 advantages obtained by defendants as a result of their acts of infringement alleged
15 above in an amount to be determined according to proof at trial.

16
17 **SECOND CAUSE OF ACTION**

18 **Breach of Contract**

19 **[Against Defendant TOA]**

20
21 32. Plaintiffs reallege and fully incorporate herein by reference each and every
22 allegation contained in Paragraphs 1 through 31, inclusive.

23
24 33. The License Agreement entered into on or about July 13, 2007 between
25 Arter Neon, on the one hand, and TOA, on the other, constitutes a valid and
26 enforceable contract pursuant to which TOA was granted the non-exclusive right to
27 distribute products containing certain of Arter Neon's copyrighted designs.
28 However, pursuant to the License Agreement, TOA was expressly prohibited from

1 manufacturing products bearing Arter Neon's copyrighted designs itself, or obtaining
2 such products from anyone other than Arter Neon.

3

4 34. Arter Neon has fully performed all obligations required of it under the
5 terms and conditions of the License Agreement, except those obligations the
6 performance of which have been waived, excused or rendered impossible as a result
7 of conduct by TOA. In particular, during the term of the License Agreement, Arter
8 Neon provided TOA with images of its copyrighted designs to be uploaded to TOA's
9 website, and fulfilled all orders for products containing such designs placed by TOA.

10

11 35. TOA has breached the License Agreement by, among other things:

12

13 (a) Colluding with a manufacturer or manufacturers in China to produce
14 neon and LED signs containing Arter Neon's copyrighted images;

15

16 (b) Importing and/or distributing products containing Arter Neon's
17 copyrighted images manufactured by someone other than Arter Neon without Arter
18 Neon's authorization; and

19

20 (c) Refusing to remove the images of Arter Neon's copyrighted designs
21 from its website upon the termination of the License Agreement.

22

23 36. As a proximate and foreseeable result of TOA's foregoing breach of the
24 License Agreement, Arter Neon has been damaged in an amount to be determined at
25 trial, but in excess of this Court's jurisdictional threshold.

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THIRD CAUSE OF ACTION

Accounting

[Against All Defendants]

37. Plaintiffs reallege and fully incorporate herein by reference each and every allegation contained in Paragraphs 1 through 36, inclusive.

38. The exact amount of monies received by defendants and each of them as a result of their unlawful conduct and unauthorized exploitation of plaintiffs' copyrights is unknown to plaintiffs and can only be determined by an accounting.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs pray for judgment against defendants and each of them as follows:

On The First Cause of Action for Copyright Infringement:

1. For actual compensatory damages in an amount to be determined according to proof at trial, or statutory damages based upon defendants' acts of infringement pursuant to the Copyright Act of 1976, at plaintiffs' option; and

2. For a permanent injunction enjoining defendants and their agents, servants and employees and all persons acting in concert with them from further infringement of plaintiffs' copyrighted artwork.

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On the Second Cause of Action for Breach of Contract:

1. For actual compensatory damages in an amount to be determined according to proof at trial.

On the Third Cause of Action for Accounting:

1. For an accounting of all gains, profits and advantages derived from defendants' violations of law, and for all gains profits and advantages derived by defendants and each of them for their violations of law be deemed to be held in constructive trust for the benefit of plaintiffs.


On All Causes of Action:

- 1. For all reasonable attorney fees;
- 2. For costs of suit incurred by plaintiffs; and
- 3. For such other relief as the Court deems just and proper.

DATED: August 8, 2008

Respectfully submitted,

BENSINGER, RITT, TAI & THVEDT
A Limited Liability Partnership



TIFFANY W. TAI
Attorney for Plaintiffs
ARTER NEON SIGN, INC. and
PONG C. KAO

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DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a jury trial of all issues raised in this Complaint.

DATED: August 8, 2008

Respectfully submitted,

BENSINGER, RITT, TAI & THVEDT
A Limited Liability Partnership



TIFFANY W. TAI
Attorney for Plaintiffs
ARTER NEON SIGN, INC. and
PONG C. KAO



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
 Register of Copyrights, United States of America

Form VA
 For a Work of the Visual Arts

VAU 742-862



EFFECTIVE DATE OF REGISTRATION

APR 30 2007
 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

Title of This Work ▼

NATURE OF THIS WORK ▼ See instructions

SCISSORS LED SIGN

LED ARTWORK

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

a PONG C. KAO

Year Born ▼ Year Died ▼
 1969

Was this contribution to the work a "work made for hire"?

Author's Nationality or Domicile Name of Country

Was This Author's Contribution to the Work

Yes
 No

OR { Citizen of U.S.A.
 Domiciled in

Anonymous? Yes No
 Pseudonymous? Yes No
 If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

- 3-Dimensional sculpture
- 2-Dimensional artwork
- Reproduction of work of art
- Map
- Photograph
- Jewelry design
- Technical drawing
- Text
- Architectural work

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b Name of Author ▼

Dates of Birth and Death

Was this contribution to the work a "work made for hire"?

Author's Nationality or Domicile Name of Country

Was This Author's Contribution to the Work

Yes
 No

OR { Citizen of
 Domiciled in

Anonymous? Yes No
 Pseudonymous? Yes No
 If the answer to either of these questions is "Yes," see detailed instructions.

Nature of Authorship Check appropriate box(es). See instructions

- 3-Dimensional sculpture
- 2-Dimensional artwork
- Reproduction of work of art
- Map
- Photograph
- Jewelry design
- Technical drawing
- Text
- Architectural work

3

Year in Which Creation of This Work Was Completed

Date and Nation of First Publication of This Particular Work

a 2006

This information must be given in all cases.

b Complete this information ONLY if this work has been published. Month _____ Day _____ Year _____

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

PONG C. KAO

2028 MOUNTAIN VIEW RD. SOUTH EL MONTE, CA 91733

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

APR 30 2007

ONE DEPOSIT RECEIVED

APR 30 2007 D

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

DO NOT WRITE HERE OFFICE USE ONLY

MORE ON BACK ▶

- Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
- See detailed instructions.
- Sign the form at line 8.

DO NOT WRITE HERE

EXAMINED BY [Signature] FORM VA

CHECKED BY _____

CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

- a. This is the first published edition of a work previously registered in unpublished form.
- b. This is the first application submitted by this author as copyright claimant.
- c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

a 6

See instructions before completing this space.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

a 7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

PONG C. KAO
2028 MOUNTAIN VIEW RD.

S. EL MONTE, CA 91733

Area code and daytime telephone number (626) 444-6444

Fax number (626) 444-1771

Email Andy@arterneon.com

b

CERTIFICATION I, the undersigned, hereby certify that I am the

- check only one ▶ {
- author
 - other copyright claimant
 - owner of exclusive right(s)
 - authorized agent of _____

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

PONG C. KAO

Date 4/24/2007

Handwritten signature (X) ▼

x Pong C. Kao

8

Certificate will be mailed in window envelope to this address:

Name ▼	PONG C. KAO
Number/Street/Apt ▼	2028 MOUNTAIN VIEW RD.
City/State/ZIP ▼	S. EL MONTE, CA 91733

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

9

*17 USC §508(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

LIBRARY OF CONGRESS

*Copyright Office
of the United States*

WASHINGTON, D.C.

THIS IS TO CERTIFY that the attached photocopy is a true representation of the work entitled **SCISSORS LED SIGN** deposited in the Copyright Office with claim of copyright registered under number **VAu 742-862**.

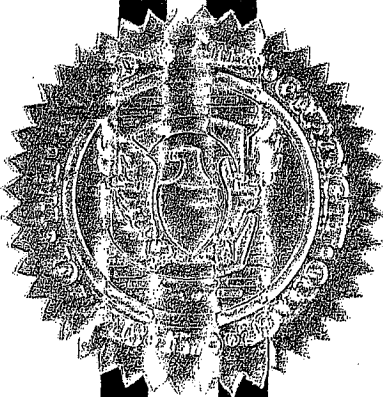
THIS IS TO CERTIFY FURTHER, that beginning October 1, 2006 the Office discontinued the practice of stamping incoming deposits with accession stamp dates. Incoming deposits are now identified with barcode labels.

IN WITNESS WHEREOF, the seal of this Office is affixed hereto on July 21, 2008.

Marybeth Peters
Register of Copyrights

Rosemary J. Kelly

By: Rosemary J. Kelly
Head
Records Research and
Certification Section
Information and Records
Division



Use of this material is governed by the U. S. Copyright law 17 U.S.C. 101 et seq.

VAu 742-862



VAU000742862

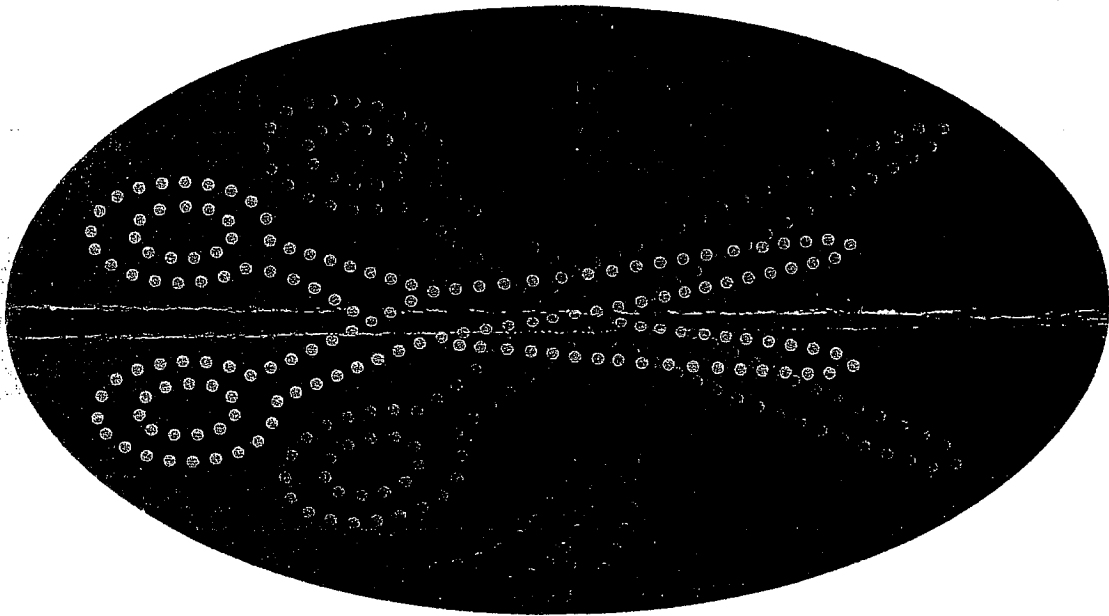


EXHIBIT B



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
 Register of Copyrights, United States of America

Form VA
 For a Work of the Visual Arts
VAu 750-093
 REG

EFFECTIVE DATE OF REGISTRATION
 5 21 2007
 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 * Title of This Work ▼ **NATURE OF THIS WORK ▼** See Instructions
 LED Sign PLUS NEON Sign LED Artwork

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2 a NAME OF AUTHOR ▼ DATES OF BIRTH AND DEATH
 Pong C. Kao Year Born ▼ Year Died ▼
 1969

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

Was this contribution to the work a "work made for hire"? Yes No
 Author's Nationality or Domicile Name of Country U.S.A.
 OR Citizen of Domiciled in
 Was This Author's Contribution to the Work
 Anonymous? Yes No If the answer to either of these questions is "Yes," see detailed instructions.
 Pseudonymous? Yes No

Nature of Authorship Check appropriate box(es). See instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

b Name of Author ▼ Dates of Birth and Death
 Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? Yes No
 Author's Nationality or Domicile Name of Country
 OR Citizen of Domiciled in
 Was This Author's Contribution to the Work
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 Pseudonymous? Yes No

Nature of Authorship Check appropriate box(es). See instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3 a Year in Which Creation of This Work Was Completed 2006 This information must be given Year in all cases. b Date and Nation of First Publication of This Particular Work
 Complete this information ONLY if this work has been published. Month _____ Day _____ Year _____ Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼
 Pong C. Kao
 2028 Mountain View RD. South El monte, CA 91733.

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED
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EXAMINED BY	KSL	FORM VA
CHECKED BY		
<input checked="" type="checkbox"/> CORRESPONDENCE		FOR
Yes		COPYRIGHT
		OFFICE
		USE
		ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

- a. This is the first published edition of a work previously registered in unpublished form.
- b. This is the first application submitted by this author as copyright claimant.
- c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

6

a
See instructions before completing this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

7

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Pong C. Kao
2028 Mountain View RD.
S. El Monte, CA 91733.

b

Area code and daytime telephone number (626) 444-6444

Fax number (626) 444-1771

Email

CERTIFICATION* I, the undersigned, hereby certify that I am the

- check only one ▶
- author
 - other copyright claimant
 - owner of exclusive right(s)
 - authorized agent of _____

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Pong C. Kao

Date 05/14/2007

Handwritten signature (X) ▼

X Pong C. Kao

Certificate will be mailed in window envelope to this address:

Name ▼
Pong C. Kao

Number/Street/Apt ▼
2028 Mountain View RD.

City/State/ZIP ▼
S. El monte, CA 91733

YOU MUST:

- Complete all necessary spaces
 - Sign your application in space 8
- SEND ALL 3 ELEMENTS IN THE SAME PACKAGE:**
1. Application form
 2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
 3. Deposit material

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

9

*17 USC §508(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

LIBRARY OF CONGRESS

*Copyright Office
of the United States*

WASHINGTON, D.C.

THIS IS TO CERTIFY that the attached photocopies and compact disc are a true representation of the work entitled **LED SIGN PLUS NEON SIGN** deposited in the Copyright Office with claim of copyright registered under number **VAu 750-093**.

THIS IS TO CERTIFY FURTHER, that beginning October 1, 2006 the Office discontinued the practice of stamping incoming deposits with accession stamp dates. Incoming deposits are now identified with barcode labels.

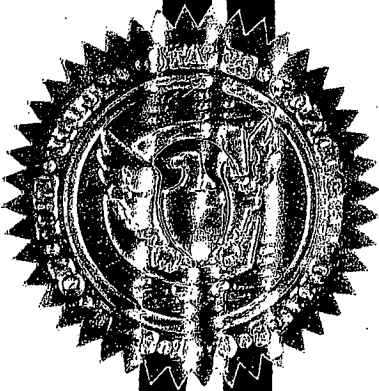
IN WITNESS WHEREOF, the seal of this office is affixed hereto on August 12, 2008.

Marybeth Peters
Register of Copyrights

Rosemary J. Kelly

By: Rosemary J. Kelly
Head
Records Research and
Certification Section
Information and Records
Division

Use of this material is governed by the U. S. Copyright law 17 U.S.C. 101 et seq.





#24001 Facial Size: 15"H X 27"L



#24009 Body Piercing Size: 15"H X 27"L



#24017 Nails & Spa Size: 15"H X 27"L



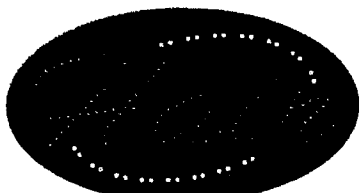
#24002 Facial Waxing Size: 15"H X 27"L



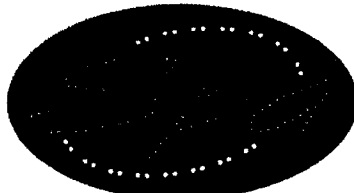
#24010 Skin Care Size: 15"H X 27"L



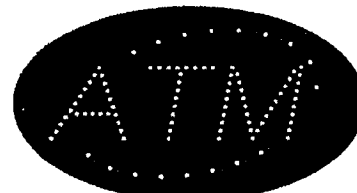
#24018 Nails & Waxing Size: 15"H X 27"L



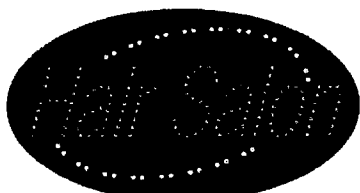
#24003 Hair Size: 15"H X 27"L



#24011 Spa Size: 15"H X 27"L



#24019 ATM Size: 15"H X 27"L



#24004 Hair Salon Size: 15"H X 27"L



#24012 Spa Pedicure Size: 15"H X 27"L



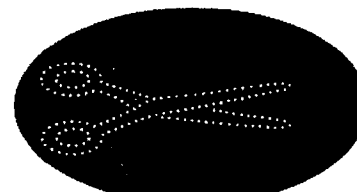
#24020 Open Size: 15"H X 27"L



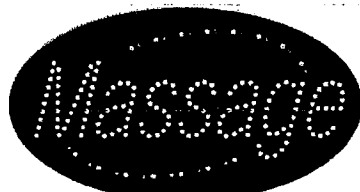
#24005 Hair & Nails Size: 15"H X 27"L



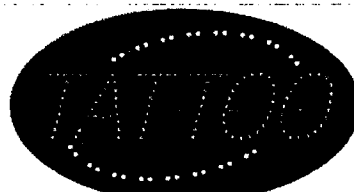
#24013 Tanning Size: 15"H X 27"L



#24021 Hair Cut Size: 15"H X 27"L



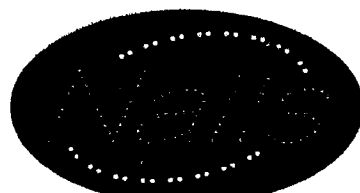
#24006 Massage Size: 15"H X 27"L



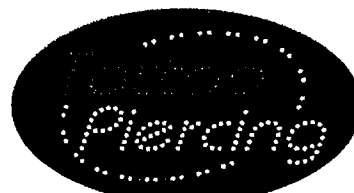
#24014 Tattoo Size: 15"H X 27"L



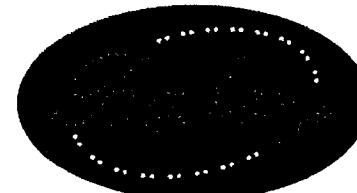
#24022 Abierto Size: 15"H X 27"L



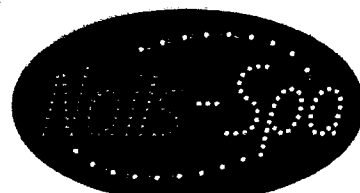
#24007 Nails Size: 15"H X 27"L



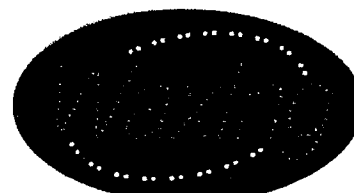
#24015 Tattoo Piercing Size: 15"H X 27"L



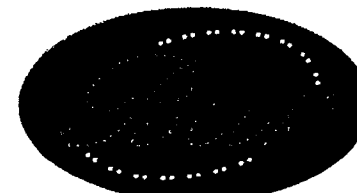
#24023 Bakery Size: 15"H X 27"L



#24008 Nails Spa Size: 15"H X 27"L



#24016 Waxing Size: 15"H X 27"L



#24024 Bar Size: 15"H X 27"L



#24025 Barber

Size: 15"H X 27"L



#24033 Dry Cleaners

Size: 15"H X 27"L



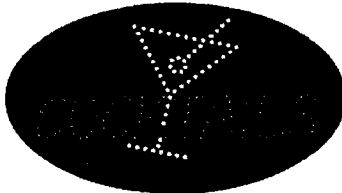
#24041 Fish Logo

Size: 15"H X 27"L



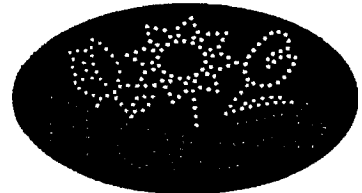
#24026 Beauty Salon

Size: 15"H X 27"L



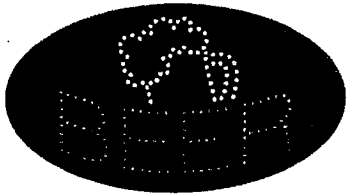
#24034 Cocktails

Size: 15"H X 27"L



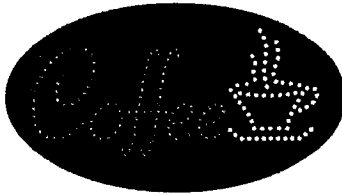
#24042 Flowers

Size: 15"H X 27"L



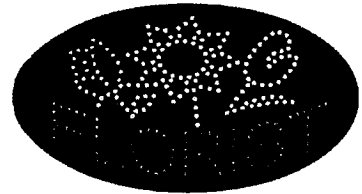
#24027 Beer

Size: 15"H X 27"L



#24035 Coffee

Size: 15"H X 27"L



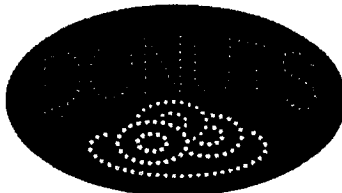
#24043 Florist

Size: 15"H X 27"L



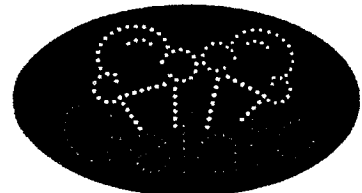
#24028 Cafe

Size: 15"H X 27"L



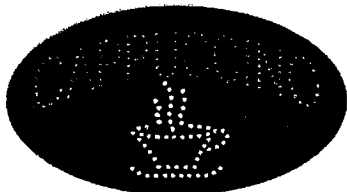
#24036 Donuts

Size: 15"H X 27"L



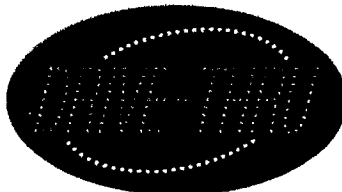
#24044 Gelato

Size: 15"H X 27"L



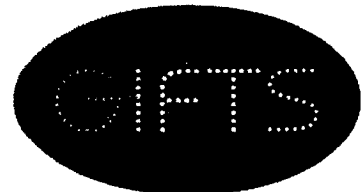
#24029 Cappuccino

Size: 15"H X 27"L



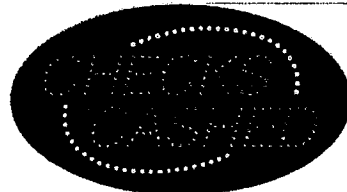
#24037 Drive Thru

Size: 15"H X 27"L



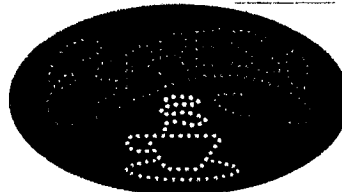
#24045 Gifts

Size: 15"H X 27"L



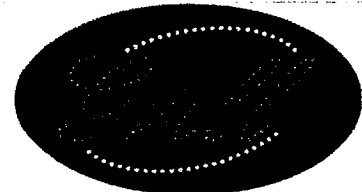
#24030 Checks Cashed

Size: 15"H X 27"L



#24038 Espresso

Size: 15"H X 27"L



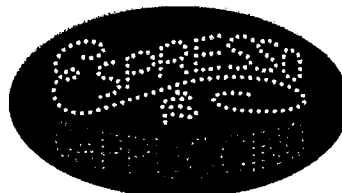
#24046 Grill

Size: 15"H X 27"L



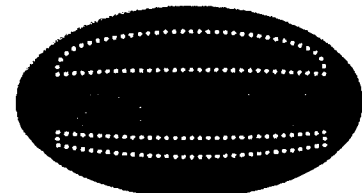
#24031 Chinese Food

Size: 15"H X 27"L



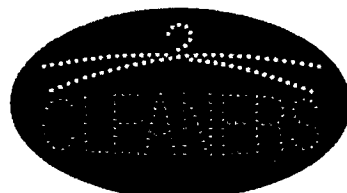
#24039 Espresso Cappuccino

Size: 15"H X 27"L



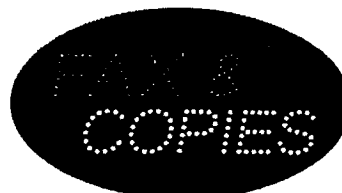
#24047 Hamburger

Size: 15"H X 27"L



#24032 Cleaners

Size: 15"H X 27"L



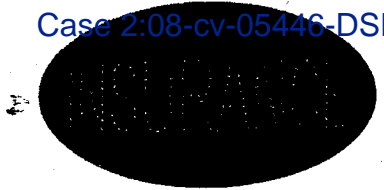
#24040 Fax & Copies

Size: 15"H X 27"L



#24048 Ice Cream

Size: 15"H X 27"L



#24049 Insurance Size: 15"H X 27"L



#24057 Open 24 Hrs Size: 15"H X 27"L



#24065 Pho Size: 15"H X 27"L



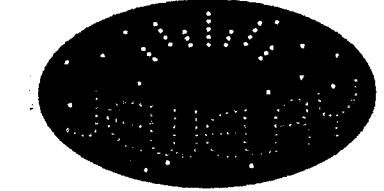
#24050 Auto Insurance Size: 15"H X 27"L



#24058 Open 7 Days Size: 15"H X 27"L



#24066 Phone Card Size: 15"H X 27"L



#24051 Jewelry Size: 15"H X 27"L



#24059 Open Closed Size: 15"H X 27"L



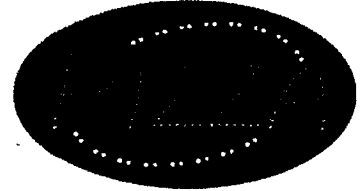
#24067 Photo Studio Size: 15"H X 27"L



#24052 Jewelry Repair Size: 15"H X 27"L



#24060 Passport Photo Size: 15"H X 27"L



#24068 Pizza Size: 15"H X 27"L



#24053 Liquor Size: 15"H X 27"L



#24061 Payday Loans Size: 15"H X 27"L



#24069 Printing Size: 15"H X 27"L



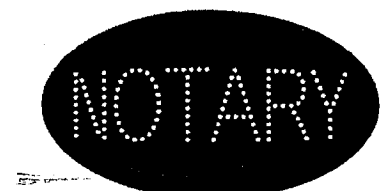
#24054 Mailbox Size: 15"H X 27"L



#24062 Permanent Make Up Size: 15"H X 27"L



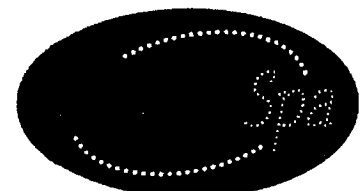
#24070 Salon Size: 15"H X 27"L



#24055 Notary Size: 15"H X 27"L



#24063 Dog Grooming Size: 15"H X 27"L



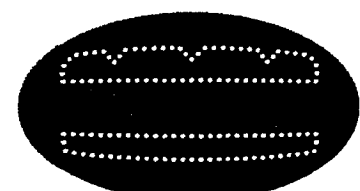
#24071 Salon & Spa Size: 15"H X 27"L



#24056 Office Size: 15"H X 27"L



#24064 Pharmacy Size: 15"H X 27"L



#24072 Sandwiches Size: 15"H X 27"L



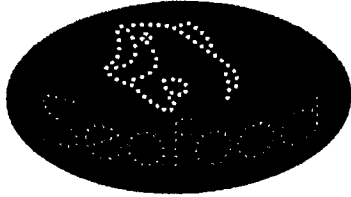
#24073 Sealfood Size: 15"H X 27"L



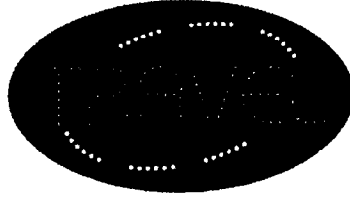
#24081 Teriyaki Size: 15"H X 27"L



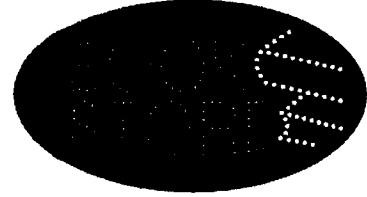
#24089 B.B.Q Size: 15"H X 27"L



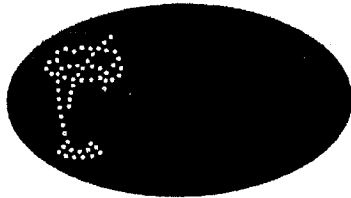
#24074 Sealfood Size: 15"H X 27"L



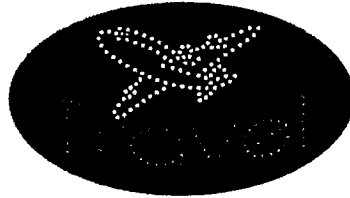
#24082 Travel Size: 15"H X 27"L



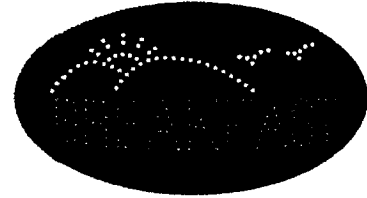
#24090 Book Store Size: 15"H X 27"L



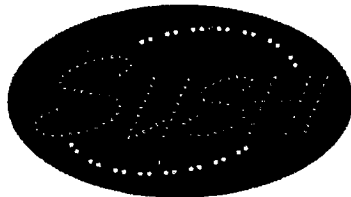
#24075 Smoothies Size: 15"H X 27"L



#24083 Travel Size: 15"H X 27"L



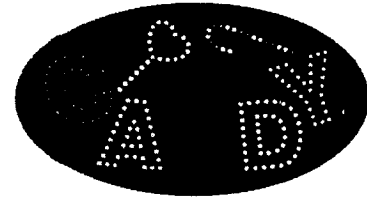
#24091 Breakfast Size: 15"H X 27"L



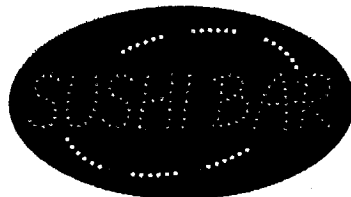
#24076 Sushi Size: 15"H X 27"L



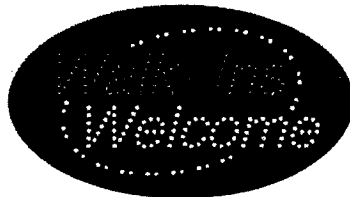
#24084 No Vacancy Size: 15"H X 27"L



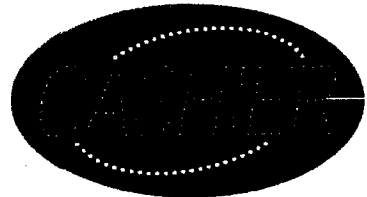
#24092 Candy Size: 15"H X 27"L



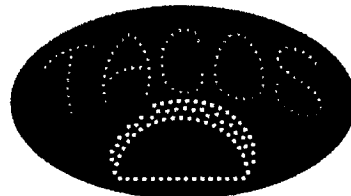
#24077 Sushi Bar Size: 15"H X 27"L



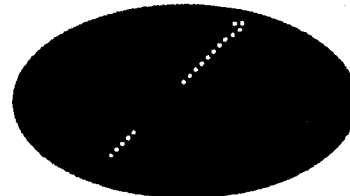
#24085 Walk Ins Welcome Size: 15"H X 27"L



#24093 Cashier Size: 15"H X 27"L



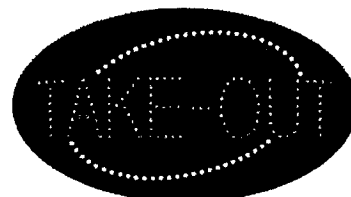
#24078 Tacos Size: 15"H X 27"L



#24086 Alterations Size: 15"H X 27"L



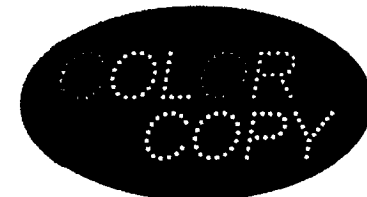
#24094 Computer Repair Size: 15"H X 27"L



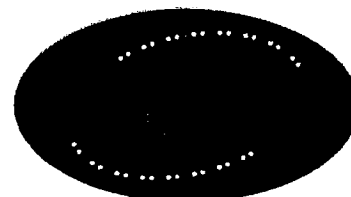
#24079 Take Out Size: 15"H X 27"L



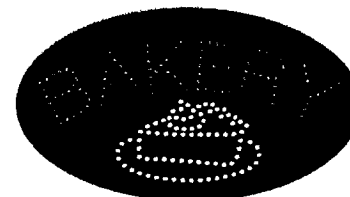
#24087 Arcade Size: 15"H X 27"L



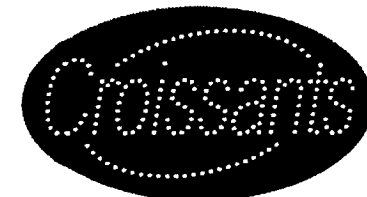
#24095 Color Copy Size: 15"H X 27"L



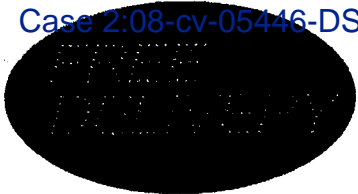
#24080 Tattoo Size: 15"H X 27"L



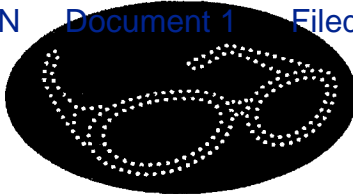
#24088 Bakery Size: 15"H X 27"L



#24096 Croissants Size: 15"H X 27"L



#24097 Free Delivery Size: 15"H X 27"L



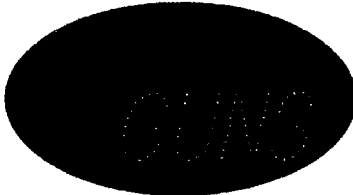
#24105 Glasses Logo Size: 15"H X 27"L



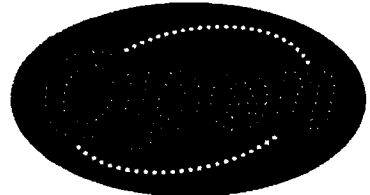
#24113 Message Open Size: 15"H X 27"L



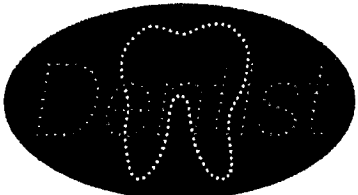
#24098 We Delivery Phone# Size: 15"H X 27"L



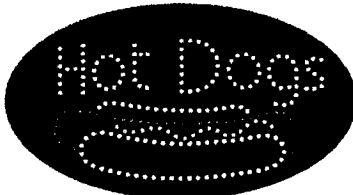
#24106 Guns Size: 15"H X 27"L



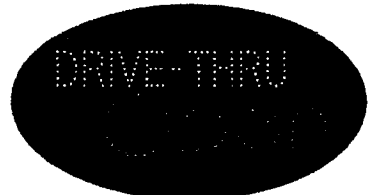
#24114 Open Size: 15"H X 27"L



#24099 Dentist Size: 15"H X 27"L



#24107 Hot Dogs Size: 15"H X 27"L



#24115 Drive Thru Open Size: 15"H X 27"L



#24100 Fast Tax Refunds Size: 15"H X 27"L



#24108 Income Tax Size: 15"H X 27"L



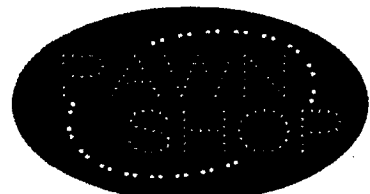
#24116 Parking In Rear Size: 15"H X 27"L



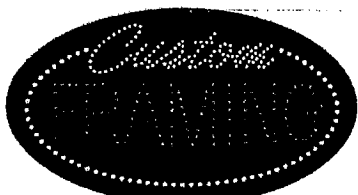
#24101 Food To Go Size: 15"H X 27"L



#24109 Foot Massage Size: 15"H X 27"L



#24117 Pawn Shop Size: 15"H X 27"L



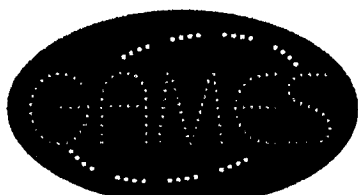
#24102 Custom Framing Size: 15"H X 27"L



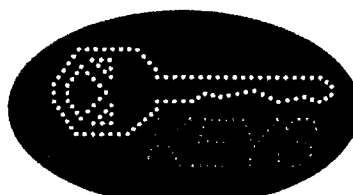
#24110 Internet Cafe Size: 15"H X 27"L



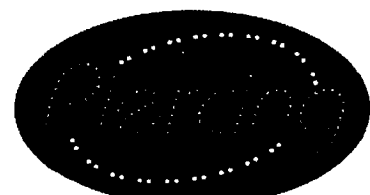
#24118 Payday Advance Size: 15"H X 27"L



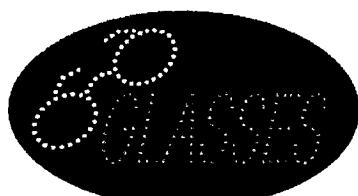
#24103 Games Size: 15"H X 27"L



#24111 Keys Size: 15"H X 27"L



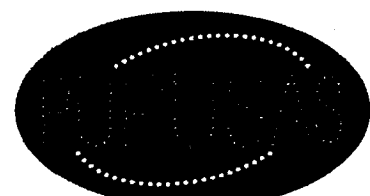
#24119 Piercing Size: 15"H X 27"L



#24104 Glasses Size: 15"H X 27"L



#24112 Loans Size: 15"H X 27"L



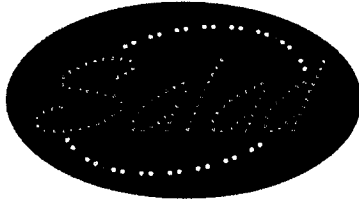
#24120 Pupuses Size: 15"H X 27"L



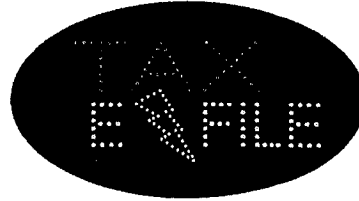
#24121 Reas Estate Size: 15"H X 27"L



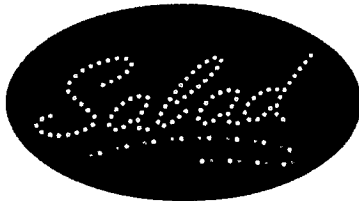
#24129 Tax Service Size: 15"H X 27"L



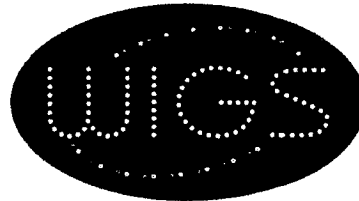
#24122 Salad Size: 15"H X 27"L



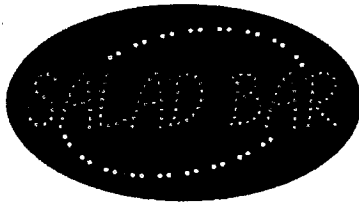
#24130 Tax E File Size: 11"H X 27"L



#24123 Salad Size: 15"H X 27"L



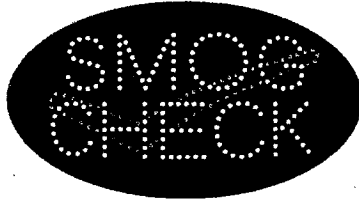
#24131 Wigs Size: 15"H X 27"L



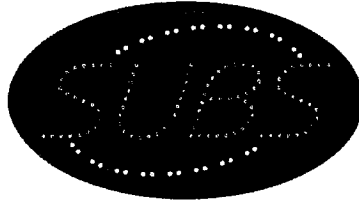
#24124 Salad Bar Size: 15"H X 27"L



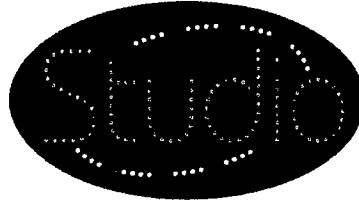
#24132 Beer & Wine Size: 15"H X 27"L



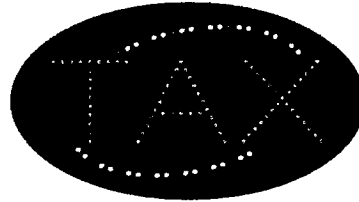
#24125 Smog Check Size: 15"H X 27"L



#24126 Subs Size: 15"H X 27"L

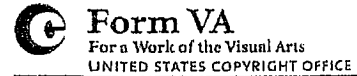


#24127 Studio Size: 15"H X 27"L



#24128 Tax Size: 15"H X 27"L

EXHIBIT C



REGISTRATION NUMBER

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of This Work ▼ NATURE OF THIS WORK ▼ See instructions
FOOT MESSAGE NEON AND LED SIGN NEON AND LED ARTWORK

Previous or Alternative Titles ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

NAME OF AUTHOR ▼ DATES OF BIRTH AND DEATH
PONG C. KAO Year Born ▼ Year Died ▼
1969

Was this contribution to the work a "work made for hire"? Yes No
Author's Nationality or Domicile Name of Country U.S.A.
OR Citizen of _____ Domiciled in _____
Was This Author's Contribution to the Work Anonymous? Yes No Pseudonymous? Yes No

NOTE
Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions) For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

Nature of Authorship Check appropriate box(es). See instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

Name of Author ▼ Dates of Birth and Death
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? Yes No
Author's Nationality or Domicile Name of Country _____
OR Citizen of _____ Domiciled in _____
Was This Author's Contribution to the Work Anonymous? Yes No Pseudonymous? Yes No

Nature of Authorship Check appropriate box(es). See instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

Year in Which Creation of This Work Was Completed 2006 This information must be given Year in all cases.
Date and Nation of First Publication of This Particular Work Complete this information ONLY if this work has been published. Month _____ Day _____ Year _____ Nation _____

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼
PONG C. KAO
2028 MOUNTAIN VIEW RD. SOUTH EL MONTE, CA 91733

Transfer If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED
ONE DEPOSIT RECEIVED
TWO DEPOSITS RECEIVED
FUNDS RECEIVED

DO NOT WRITE HERE OFFICE USE ONLY

See instructions before completing this space.

MORE ON BACK ► Complete all applicable spaces (numbers 5-9) on the reverse side of this page. See detailed instructions. Sign the form at line 8.

DO NOT WRITE HERE Page 1 of _____ pages

EXAMINED BY

FORM VA

CHECKED BY

CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

See instructions
before completing
this space.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

PONG C. KAO
MOUNTAIN VIEW ROAD, SOUTH EL MONTE, CA 91733

Area code and daytime telephone number (626) 444-6444

Fax number (626) 444-1771

Email andy@arterneon.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one author
 other copyright claimant
 owner of exclusive right(s)
 authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

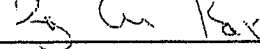
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

PONG C. KAO

Date 02-06-2008

Handwritten signature (X) ▼

X 

Certificate will be mailed in window envelope to this address:

Name ▼	PONG C. KAO
Number/Street/Apt. ▼	2028 MOUNTAIN VIEW RD.
City/State/ZIP ▼	SOUTH EL MONTE, CA 91733

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS IN THE SAME PACKAGE:

- Application form
- Nonrefundable filing fee in check or money order payable to Register of Copyrights
- Deposit material

MAIL TO:

Library of Congress
Copyright Office
101 Independence Avenue SE
Washington, DC 20559-6000

*17 USC §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 402, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



EXHIBIT D

Touch of Asia

NON – EXCLUSIVE LICENSE AGREEMENT

This License Agreement (“Agreement”) is made effective as of July-13, 2007 (the “Effective Date”) between:

Arter Neon Sign, Inc, located at:
2028 Mountain View Road,
S. EL Monte, CA 91733 (“Licensor” or “Owner”) and:

Touch Of Asia Spa Equipment, Inc. located at:
2651 Pacific Park Dr.
Whittier, CA 90601 (“Licensee”).
Tel: 562.463.9999

RECITALS

A. Licensee is engaged in the business of Neon & LED Sign and wishes to license the designs created and owned by Licensor for use on Licensee’s website, catalogs, flyers, pamphlets and other business materials.

B. Owner owns the intellectual right to various sign designs, including specifically Neon Sign Item #10167, #10679, #14109, LED Sign Item #20167, #20679, #24109, and is willing to allow Licensee to add Licensee’s watermark and to copy and utilize the above specified items of images under the terms herein set forth.

NOW THEREFORE in consideration of the mutual promises contained herein and Other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Agreement shall be effective as of **July-13, 2007** (the “Effective Date”) for a term of 10 years, from July-13, 2007 to July-12, 2017, unless terminated earlier pursuant to this section.
2. Licensor hereby grants Licensee a non-exclusive right to copy certain materials described in Section B of the Recitals (the “Work” of “Works”).
3. Licensee shall not alter any portion of the design, including the color, font, size and ratio of the design elements.
4. All right, title and interest in the Works, including without limitation, any copyright, shall remain with Licensor ad the Owner.
5. This Agreement shall be subject to termination at the election of Licensor by a 15- day written notice. Upon termination or expiration of this Agreement, Licensee shall cease reproducing, advertising, marketing and distributing the Works as soon as is commercially feasible and remove all the Works and Derivative Works from its business

documents, including electronic database, and links. Termination or expiration of this Agreement shall not extinguish any of Licensee's or Licensor's obligations under this Agreement.

6. In consideration of the license given herein, Licensee agrees that Licensee shall not manufacture, nor purchase or order the items enlisted in Section B of the Recitals from any other third party.

7. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Works for any reason.

8. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any licensed Work, including but not limited to privacy, trademark rights, moral rights, or the disclosure of confidential information.

9. The parties agree that there is no sufficient remedy in case of breach by Licensee for failure to make the royalty payments and unauthorized usage of the designs upon breach. In such case, a Liquidated Damage in the amount of \$5,000 shall be paid by Licensee for each incident of failure or breach.

10. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

11. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR

LICENSEE

Andy Kao 7/3-07

Arter Neon Sign, Inc.
By: Andy Kao, President

[Signature]



2028 Mountain View Rd, S. El monte, CA 91733 Tel:(626)444-6444 Fax: (626)444-1771

Ms. Michelle or Current Business owner
Touch Of Asia.
2651 S. Pacific Park Dr.
Whittier, CA 90601 Tel: 562.463.9999 Fax: 626.675.3399

June 17, 2008

Ms. Michelle:

You have been our distributor since 2007. Back then, we provided you the image that contained original images of Arter Neon Sign Company. To our images, we added your company's watermark so that you could advertise and sell our signs. All of the images on the CD are original works created by Arter Neon Sign Company and are listed below:

Neon Sign #**K7-REFLEX-NE** (REFLEXOLOGY Sign – NEON)

#**K7-MASSAGE-NE** (MASSAGE Sign- NEON)

#**K7-T24109-NE** (REFLEXOLOGY Sign – NEON)

#**K7-T10167-NE** (MASSAGE Sign – NEON)

#**K7-T20679-NE** (FOOT MASSAGE Sign – NEON)

LED Sign #**K7-REFLEX-LD** (REFLEXOLOGY Sign – LED)

#**K7-T20679-LD** (FOOT MASSAGE Sign – LED)

#**K7-T10167-LD** (MASSAGE Sign – LED)

#**K7-024020-LD** (OPEN Sign , Double Line – LED)

We recently discovered that some of the signs you sold through your showroom/website (toaspa.com) were not purchased from us, even though you used Arterneon's images in/on your showroom/website to sell these signs. We suspect that you either import your signs from China or order these signs from another vendor.

Effectively immediately, we are canceling you as our distributor. It is imperative that you remove the items (listed above) from your showroom/website within 48 of receiving this letter.

You are never to use any of our images on your flyers, catalogs, store showroom, or any advertisement for your company.

Please prepare the following information: All of the (1) orders you placed to our company, (2) orders of the above images you placed to other companies/vendors, and (3) signs that you have sold of the above images. We intend to take legal action.

Sincerely,

Andy Kao
Arter Neon Sign Inc.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Dale S. Fischer and the assigned discovery Magistrate Judge is Margaret A. Nagle.

The case number on all documents filed with the Court should read as follows:

CV08- 5446 DSF (MANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARTER NEON & LED SIGN, INC., a
California corporation; and PONG C.
KAO, an individual,

PLAINTIFF(S)

v.

TOUCH OF ASIA SPA EQUIPMENT, INC., a California
corporation; HONG JU LIU, an individual; BRUCE
JONES, an individual; and DOES 1-10, inclusive
DEFENDANT(S).

CASE NUMBER

CV08-05446 DSF (MANX)

SUMMONS

TO: DEFENDANT(S): TOUCH OF ASIA SPA EQUIPMENT, INC.; HONG JU LIU;
and BRUCE JONES

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Tiffany W. Tai, whose address is 65 North Raymond Ave., Suite 320, Pasadena, CA 91103. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: AUG 19 2008

By: NATALIE LONGORIA
Deputy Clerk



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

1198

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself)
 ARTER NEON & LED SIGN, INC., a California corporation; and PONG C. KAO, an individual
(b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases):
 Los Angeles
(c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
 Tiffany W. Tai
 BENSINGER, RITT, TAI & THVEDT
 65 North Raymond Ave., Suite 320
 Pasadena, CA 91103
 (626) 685-2550

DEFENDANTS
 TOUCH OF ASIA SPA EQUIPMENT, INC., a California corporation; HONG JU LIU, an individual; BRUCE JONES, an individual
 County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only):
 Los Angeles
 Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)
 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant.)
 Citizen of This State PTF 1 DEF 1 Incorporated or Principal Place of Business in this State PTF 4 DEF 4
 Citizen of Another State 2 2 Incorporated and Principal Place of Business in Another State 5 5
 Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. ORIGIN (Place an X in one box only.)
 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify): 6 Multi-District Litigation 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT: \$** TBD

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 17 USC 101

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER/RETIREMENTS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litig.
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 610 Agriculture	<input checked="" type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY		<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation		<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure		<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment				<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				FEDERAL TAX SUITS
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? No Yes
 If yes, list case number(s):

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which EACH named plaintiff resides (Use an additional sheet if necessary)

Check here if the U.S. government, its agencies or employees is a named plaintiff.

Los Angeles

List the California County, or State if other than California, in which EACH named defendant resides. (Use an additional sheet if necessary).

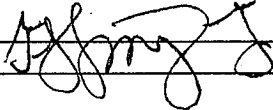
Check here if the U.S. government, its agencies or employees is a named defendant.

Los Angeles

List the California County, or State if other than California, in which EACH claim arose. (Use an additional sheet if necessary)

Note: In land condemnation cases, use the location of the tract of land involved.

Los Angeles

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date 8/19/08

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))