

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Transfer and Contribution Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jerry Tsai		03/14/2003	INDIVIDUAL: TAIWAN

RECEIVING PARTY DATA	
Name:	P.K. SPORTS, INC.
Street Address:	17595 Almahurst Road
Internal Address:	#205
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91748
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1160176	PRO KENNEX

CORRESPONDENCE DATA	
Fax Number:	(619)645-5380
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(619)533-7392
Email:	khoffman@luce.com
Correspondent Name:	Katherine M. Hoffman
Address Line 1:	600 West Broadway
Address Line 2:	Suite 2600
Address Line 4:	San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	ASSET TRANSFER
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NAME OF SUBMITTER:	Katherine M. Hoffman
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Total Attachments: 6
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OP \$40.00 1160176

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ASSET TRANSFER AND CONTRIBUTION AGREEMENT

THIS ASSET TRANSFER AND CONTRIBUTION AGREEMENT (this "Agreement") is entered into and made to be effective as of March 14, 2003, by and between Jerry Tsai ("Tsai") and P.K. SPORTS, INC., a California corporation with its principal place of business in the City of Industry, California ("PK").

PURPOSES

- A. Tsai is the sole shareholder of PK, having recently formed PK.
- B. Tsai owns and now desires to contribute capital to PK consisting of the trademark license rights described on Exhibit "A" attached hereto, including Tsai's obligations, liabilities, rights and benefits relating to or associated with such asset ("Contributed Asset").
- C. In consideration of the contribution, transfer, assignment and conveyance of the Contributed Asset, PK will accept and assume the Contributed Asset and will record Tsai's contribution of the Contributed Asset on the books and records of PK.
- D. PK and Tsai desire to document in writing the contribution, transfer, assignment and conveyance of the Contributed Asset, as provided for in this Agreement.

AGREEMENT

~~NOW, THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:~~

~~Section 1. Transfer and Contribution by Tsai to PK. Subject to the terms of this Agreement, Tsai hereby contributes, transfers, assigns and conveys to PK all of Tsai's rights, title and interest in and to and all of Tsai's duties and obligations with respect to the Contributed Asset.~~

~~Section 2. Acceptance by PK. PK hereby accepts and assumes the Contributed Asset and all of such rights, title and interest of Tsai therein and duties and obligations of Tsai with respect thereto, and agrees to and shall record Tsai's contribution on the books and records of PK in consideration of such contribution, transfer, assignment and conveyance of the Contributed Asset to PK.~~

~~Section 3. Entire Agreement; Construction. This Agreement including any and all annexes, schedules and exhibits hereto, and other agreements and documents referred to herein, will together constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and will supersede all prior negotiations, agreements and understandings of the parties of any nature, whether oral or written, with respect to such subject matter.~~

~~Section 4. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of California applicable to contracts made and to~~

be performed entirely within such State, without regard to the conflicts of law principles of such State. The parties hereby consent to jurisdiction and venue in the state and federal courts sitting in the State of California.

Section 5. Notices. All notices, requests, claims, demands and other communications required or permitted to be given hereunder will be in writing and will be delivered by hand, telecopied, e-mailed or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and will be deemed given when so delivered by hand or telecopied, when e-mail confirmation is received if delivered by e-mail, or three business days after being so mailed (one business day in the case of express mail or overnight courier service). All such notices, requests, claims, demands and other communications will be addressed as set forth on the signature page hereof.

Section 6. Amendments. This Agreement cannot be amended, modified or supplemented except by a written agreement executed by each of the parties.

Section 7. Assignment. Neither party to this Agreement will convey, assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party in its sole and absolute discretion, except that any party may (without obtaining any consent) assign any of its rights hereunder to a successor to all or any part of its business. Any such conveyance, assignment or transfer requiring the prior written consent of another party which is made without such consent will be void ab initio. No assignment of this Agreement will relieve the assigning party of its obligations hereunder.

Section 8. Captions. The section references and headings herein are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof.

Section 9. Severability. If any provision of this Agreement or the application thereof to any person or entity or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons, entities or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated hereby. If the economic or legal substance of the transactions contemplated hereby is affected in any manner adverse to any party as a result thereof, the parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

Section 10. Parties in Interest. This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not made for the benefit of any person or entity not a party hereto, and no person or entity other than the parties hereto or their respective successors and permitted assigns will acquire or have any benefit, right, remedy or claim under or by reason of this Agreement.

Section 11. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Capitalized terms used in the exhibits hereto but not otherwise defined therein will have the respective meanings assigned to such terms in this Agreement.

Section 12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Telecopies and fax copies of original signature pages shall be deemed to be originally-signed signature pages for all purposes of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

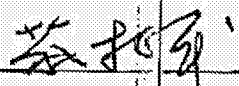
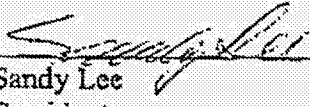
TSAI	PK
JERRY TSAI 	P.K. SPORTS, INC., a California corporation
<hr/>	17595 Almahurst Road, #205
Taipei, Taiwan	City of Industry, California 91748
Name: Jerry Tsai	By:  Name: Sandy Lee
Date: 3 April 2003	Title: President Date: 3/14/03

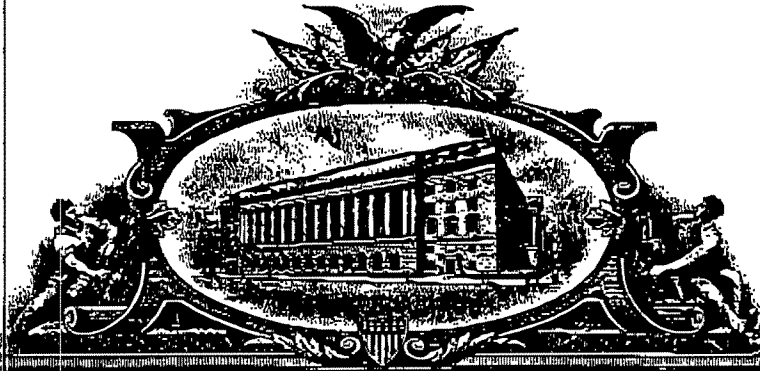
EXHIBIT A

THE LICENSED MARK

Attach 176 Registration Information here



959024



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

February 06, 2003

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,160,176 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 20 YEARS FROM *July 07, 1981*
1st RENEWAL FOR A TERM OF 10 YEARS FROM July 07, 2001
SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

WORLD PRO KENNEX, INC.
A CA CORP



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

H. Phillips
H. PHILLIPS
Certifying Officer

Int. Cl.: 28

Prior U.S. Cl.: 22

Reg. No. 1,160,176

Registered Jul. 7, 1981

United States Patent and Trademark Office

TRADEMARK
Principal Register

PRO KENNEX

Kun Nan Enterprise Ltd. (Taiwan corporation)
Sec. 3, Chung Shan Rd.
7-1, Lane 246,
Tan Tzu Shiang
Taichung Hsien, Taiwan

For: TENNIS RACKETS, BADMINTON
RACKETS AND TABLE TENNIS RACKETS, in
CLASS 28 (U.S. Cl. 22).

First use Mar. 1979; in commerce Mar. 1979.

Ser. No. 240,175, filed Nov. 23, 1979.

ROBERT PEVERADA, Primary Examiner