

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Globe International Pty Ltd.		06/15/2004	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Skateboard World Industries, Inc.		
Street Address:	225 South Aviation Blvd.		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78277541	ALMOST	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-760-0404		
Email:	efiling@kmob.com		
Correspondent Name:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	HRDCORE.064T		
NAME OF SUBMITTER:	Stacey R. Halpern		
Total Attachments: 3			
source=Assignment#page1.tif			
source=Assignment#page2.tif			
source=Assignment#page3.tif			

CH \$40.00 78277541

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 15th day of June 2004, by and between Globe International Pty Ltd, an Australian corporation, having a place of business at 300 Lorimer Street, Port Melbourne, Victoria, 3207, Australia (hereinafter referred to as "ASSIGNOR") and Skateboard World Industries, Inc., a California corporation, having a place of business at 225 South Aviation Blvd., El Segundo, California 90245 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR, to the best of its knowledge and belief, represents and confirms that prior to June 15, 2004, it was owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to sue for past infringement worldwide (hereinafter collectively referred to as the "Mark");

WHEREAS, ASSIGNEE was prior to June 15, 2004, and currently is, wholly-owned by a wholly-owned subsidiary, of a wholly-owned subsidiary, of ASSIGNOR;

WHEREAS, at all times, ASSIGNOR and/or ASSIGNEE were actively involved in the selection, plans to use, and use of the Mark, and the technology and know-how associated with the products which are being offer or will be provided in connection with the Mark, as well as the business associated with the Mark;

WHEREAS, ASSIGNOR was prior to June 15, 2004, the owner of the federal trademark application relating to the Mark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Application");

WHEREAS, ASSIGNEE was desirous of acquiring all rights, title, and interest in and to the Mark and the Application along with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill;

WHEREAS, ASSIGNOR was willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR possessed in and to the Mark and the Application along with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill; and

WHEREAS, ASSIGNOR did assign to ASSIGNEE, as of the effective date of this Assignment, all rights, title, and interest as ASSIGNOR did possess in and to the Mark and Application worldwide, together with the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges and confirms its assignment and sale to ASSIGNEE all rights, title, and interest as ASSIGNOR possessed in and to the following:

- (1) The Mark set forth in Schedule A;
- (2) The Application set forth in Schedule B; and
- (3) Any other registrations or applications for the Mark or unregistered trademarks for the Mark owned or used anywhere in the world by ASSIGNOR;

together with the goodwill symbolized by said Mark, Application, and other registered or unregistered trademarks for the Mark owned or used anywhere in the world by ASSIGNOR concurrent with the transfer of the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill.

Globe International Ltd

Dated: December 10, 2004

By: 

Name: S.D. KELLY

Title: CHIEF FINANCIAL OFFICER

Skateboard World Industries, Inc.

Dated: December 10, 2004

By: 

Name: Audrey Lee

Title: General Counsel / Company Secretary

SCHEDULE A

Trademark

1. ALMOST

SCHEDULE B

Federal Trademark Application:

MARK	APPLICATION NO.	CLASSES
ALMOST	78/277,541	25 and 28

H:\DOCS\SRH\SRH-9388.DOC.sh
121004