

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Britannic Import/Export Limited		09/15/2004	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Discovery Marketing Limited		
Street Address:	ASL House, 12-14 David Place		
City:	St. Helier, Jersey JE2 4SL		
State/Country:	UNITED KINGDOM		
Entity Type:	COMPANY: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	877529	HAI KARATE	
Registration Number:	2111518	HAI KARATE	
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ssarwate@pattishall.com		
Correspondent Name:	Sanjiv Sarwate		
Address Line 1:	311 S. Wacker Drive, Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60606		
DOMESTIC REPRESENTATIVE			
Name:	Sanjiv Sarwate		
Address Line 1:	311 S. Wacker Drive, Suite 5000		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Sanjiv Sarwate		
Signature:	/Sanjiv Sarwate/		

CH \$65.00 877529

Date:

05/25/2005

Total Attachments: 5

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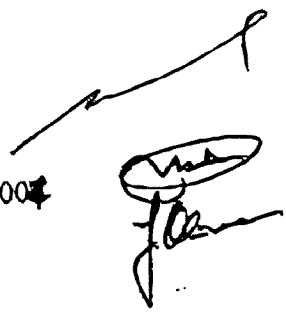
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TRADE MARK ASSIGNMENT

THIS AGREEMENT, made this 15th day of SEPTEMBER 2004



BETWEEN: BRITANNIC IMPORT/EXPORT LIMITED

, a company organised under the laws of England and Wales with its Registered Office at 50 VICTORIA EMBANKMENT, LONDON, EC4Y 0LS (referred to hereinafter as the "Assignor", which expression shall include its predecessors, heirs, successors and assigns) of the one part

- and - **DISCOVERY MARKETING LIMITED**

, a Company incorporated in B.V.I. , with its Registered Office at ASL House, 12-14 David Place, St Helier Jersey. JE2 4SL (hereinafter referred to as the "Assignee") of the other part.

WHEREAS

- (i) The Assignor is the owner of a number of UK and non-UK Trade Marks listed in the attached Schedule (hereinafter "the Trade Marks");
- (ii) Certain Trade Marks listed in the Schedule are currently registered in the names of other companies or persons, the change of ownership to the Assignor not yet having been recorded; and
- (iii) The Assignee is desirous of acquiring rights to said Trade Marks for itself.

NOW THEREFORE

In consideration of the mutual covenants and promises contained herein, and the payment of One Pound Sterling (£1) by the Assignee to the Assignor, receipt of which is hereby acknowledged by the Assignor, it is hereby agreed as follows:-

person, it shall permit the Assignee's title to the Trade Mark(s) in any given country to be perfected by confirmatory assignment from the said other company or person to the Assignee, without any intermediate assignment to the Assignor, where the laws of the country in question permit.

4. All costs of recording this assignment and any confirmatory assignments as referred to at 3(a) above shall be borne by the Assignee.

5. The Assignor agrees that, when required to do so by the Assignee, it will execute and deliver all instruments and documents provided by or on behalf of the Assignee, and will take such further actions as shall be reasonably necessary or desirable in order to perfect the transfer of the Trade Marks to the Assignee. The cost of any such actions, where applicable, shall be borne by the Assignee. The actions shall include, where requested by the Assignee and where desirable, communication with any other company or person as referred to at 3(b) and 3(c) above in connection with the transfer of the Trade Marks to the Assignee.

6. The Assignor gives no warranty that the Trade Marks are valid or in force, although it has no reason to suppose otherwise.

7. As of the date of this Assignment the Assignee becomes responsible for paying, at its discretion, all renewal fees on the Trade Marks. The Assignor will endeavour to notify the Assignee of any such fees which are imminent at that time. This is being done to preserve good business relations between the parties and the Assignor gives no warranty that all such imminent fees will be notified. It will be the entire responsibility of the Assignee to ascertain the due dates for payment and to pay the renewal fees on time.

8. This Agreement shall inure to and be binding upon the parties hereto, their heirs, successors and assigns.

9. If any provision of this Agreement is in violation of any Federal or National statute or law, such provision shall be severed and shall not affect the validity of the remaining provisions and the parties shall negotiate about a good faith amendment of this Agreement in line with the spirit of this Agreement.

10. This Agreement constitutes the entire agreement between the parties concerning the transfer of the Trade Marks from the Assignor to the Assignee and supersedes any prior agreements between the parties related thereto, and any changes or modifications of its terms must be in writing and signed by both parties.

11. This Agreement between the parties shall be deemed to have been construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the Courts thereof.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date and day first above written.

For and on behalf of: RUI MANUEL DUARTE NETO (COMPANY SECRETARY)

By: Rui Manuel Duarte Neto at: BRITANNIC IMPORT/EXPORT LIMITED

Before me: Fátima Isidro at: BRITANNIC IMPORT/EXPORT LIMITED

For and on behalf of: JOSÉ ALBERTO MOREIRA DE OLIVEIRA (DIRECTOR)

By: José Alberto Moreira de Oliveira at: BRITANNIC IMPORT/EXPORT LIMITED

Before me: Fátima Isidro at: BRITANNIC IMPORT/EXPORT LIMITED

For and on behalf of: Discovery Marketing Limited.

By: Andrew T. Smith Director at: DISCOVERY MARKETING LTD

Before me: Ursula Kent at: Discovery Marketing Ltd

For and on behalf of:

By: _____ at: _____

Before me: _____ at: _____

SCHEDULE

BURLEY		UK
BURLEY EXECUTIVE		UK
BURLEY TRES RICHE		UK
BURLEY SPORT		UK
CENSORED		UK
HAI KARATE	74610446	USA
HAI KARATE	72316125	USA
HAI KARATE	887,529	USA
KIKU	74640815	USA
KIKU	2205945	USA
HUSTLER	95712359	RUSSIA