

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
ZuitSports, Inc.		11/12/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kuma Sport, Inc.		
Street Address:	10280 Camino Santa Fe		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2324284	ZOIC	
CORRESPONDENCE DATA			
Fax Number:	(858)625-0746		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858.625.2636		
Email:	paul@nitches.com		
Correspondent Name:	Paul Wyandt		
Address Line 1:	10280 Camino Santa Fe		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Paul M Wyandt		
Signature:	/Paul M Wyandt/		
Date:	03/06/2006		

Total Attachments: 24
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ASSET PURCHASE AGREEMENT

**dated as of
November 12, 2004**

by and between

Kuma Sport, Inc.

and

Zuitsports, Inc.

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("**Agreement**") is made and entered into as of November 1, 2004 by and between Kuma Sport, Inc., a California corporation ("**Buyer**") and Zuitsports, Inc., a California corporation ("**Seller**").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, OF THE REPRESENTATIONS, WARRANTIES, COVENANTS AND MUTUAL AGREEMENTS HEREINAFTER CONTAINED, AND OF OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. DEFINITIONS

The terms defined in this **Article I**, whenever used herein (including without limitation the Exhibits and Schedules hereto), shall have the following meanings for all purposes of this Agreement:

"**Agreement**" has the meaning set forth in the Preamble.

"**Assumed Liabilities**" has the meaning set forth in **Section 2.3** hereof.

"**Books and Records**" means all Permits, files, documents, instruments, papers, promotional material, books and records owned by Seller to the extent they relate exclusively to the ZOIC Intellectual Property.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in Los Angeles, California are required or authorized by law to be closed.

"**Buyer**" has the meaning given to it in the preamble.

"**Cash Payment**" has the meaning set forth in **Section 2.4** hereof.

"**Closing**" means the closing of the transactions contemplated by this Agreement.

"**Closing Date**" means November 12, 2004, or such other date as the parties may mutually agree, upon which the Closing takes place.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

"**Consent**" means any consent, approval, authorization, license or order of, registration, declaration or filing with, or notice to, or waiver from, any federal, state, local, foreign or other Governmental and Regulatory Authority or any Person, including, without limitation, any security holder or creditor which is necessary to be obtained, made or given in connection with the execution and delivery of this Agreement, the performance by a Person of its obligations

hereunder and/or thereunder and the consummation of the transactions contemplated hereby and/or thereby.

“Encumbrance” means any security interests, liens, pledges, levies, charges, escrows, encumbrances, options, rights of first refusal, transfer restrictions, conditional sale contracts, title retention contracts, mortgages, hypothecations, indentures or security agreements or other agreements, arrangements, contracts, commitments, understandings or obligations to give any of the foregoing in the future.

“Excluded Assets” has the meaning set forth in **Section 2.2**.

“Governmental and Regulatory Authority” means any federal, state, local or foreign government, political subdivision, legislature, court, agency, department, bureau, commission or other governmental regulatory authority, body or instrumentality.

“Material Adverse Effect” means any material adverse effect on the Purchased Assets or the Business.

“ZOIC Intellectual Property” means all of Seller’s right, title and interest to all ZOIC trademarks, related worldwide trademarks and related rights.

“Permits” means all licenses, certificates of authority, permits, orders, consents, approvals, registrations, local siting approvals, authorizations, qualifications and filings under any federal, state or local laws or with any Governmental or Regulatory Authorities.

“Person” means an individual, corporation, partnership, limited liability company, firm, joint venture, association, joint stock company, trust, unincorporated organization or other entity, or any Governmental and Regulatory Authority or quasi-governmental body or regulatory authority.

“Purchase Price” has the meaning set forth in **Section 2.4** hereof.

“Purchased Assets” means, subject to **Section 2.2** hereof, the ZOIC Intellectual Property, Inventory, Samples and Books and Records.

“Representatives” mean with respect to any Person such Person and its officers, employees, agents, counsel, accountants, financial advisors, consultants and other representatives.

“Seller” has the meaning given to it in the caption hereof.

**ARTICLE II.
SALE AND PURCHASE OF ASSETS; CLOSING**

2.1 Asset Purchase.

(a) Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept

from Seller, all of Seller's right, title and interest, as of the Closing, in and to the Purchased Assets identified on **Schedule 2.1**.

(b) Notwithstanding anything contained in this Agreement to the contrary, (i) from and after the Closing, Seller shall retain all of its right, title and interest in and to the all assets of Seller other than the Purchased Assets , and (ii) Seller may retain an archival copy of all documents or materials sold, transferred, assigned, conveyed or delivered to the Buyer hereunder.

2.2 Intentionally left blank.

2.3 Assumption of Liabilities.

Buyer shall not assume or be liable for any liabilities of Seller whatsoever, whether related or unrelated to the Purchased Assets or the Seller's business.

2.4 Purchase Price.

Buyer shall make a single Cash Payment to Seller totaling \$487,000 at the Closing of this Agreement.

2.5 The Closing.

Subject to the satisfaction or waiver of all conditions to the Closing, the Closing shall take place at Buyer's headquarters on November 12, 2004 or at such other place and time as the parties hereto may mutually agree.

2.6 Sales and Use Tax.

Buyer shall be responsible for all sales, use and transfer taxes, if any, arising out of the sale of the Purchased Assets to Buyer pursuant to this Agreement. Buyer hereby waives compliance by Seller with the provisions of the bulk transfer laws of any state.

**ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF THE SELLER**

Seller represents and warrants to Buyer as of the date hereof, subject to **Section 3.8**, as follows:

3.1 Organization and Qualification.

Seller is a corporation duly organized, validly existing and in good standing in the State of California, with corporate power and authority to own, lease and operate its assets and properties and carry on its business as presently owned or conducted.

3.2 Authority; No Breach.

(a) Seller has all requisite power and authority to execute and deliver this Agreement and to perform, carry out and consummate the transfers and transactions contemplated hereby

and thereby. The execution, delivery and performance of this Agreement is authorized by Seller, its officers, directors and shareholders, and no further corporate authorization is required. This Agreement has been duly executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except as such enforceability is limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(b) Neither the execution and delivery of this Agreement by the Seller nor the consummation of any of the transactions contemplated herein or therein, nor the full performance by the Seller of its obligations hereunder or thereunder do or will:

(i) result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) upon any Purchased Asset;

(ii) conflict with, violate, result in a breach of or constitute a default under any writ, injunction, statute, law, ordinance, rule, regulation, judgment, award, Permit, decree, order, or process of any Governmental and Regulatory Authority to which the Seller or any Purchased Assets are subject; or

(iii) require the Seller to obtain any Consent.

3.3 Ownership of Purchased Assets.

Seller is the exclusive owner of all right, title and interest in the Purchased Assets, and specifically the ZOIC Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances. Seller's title in the Purchased Assets is freely transferable.

3.4 Litigation.

There are no claims, actions, suits, inquiries, proceedings or investigations of any kind or nature whatsoever, by or before any court or Governmental and Regulatory Authority or other regulatory or administrative agency or commission or tribunal pending or, to the knowledge of Seller, threatened against Seller with respect to the Purchased Assets, or which question or challenge the validity of this Agreement or any action taken or to be taken by Seller pursuant to this Agreement or in connection with the transactions contemplated hereby; and, to the knowledge of Seller, there is no valid basis for any such claim, action, suit, inquiry, proceeding or investigation.

3.5 Finders.

Seller has not taken any action that, directly or indirectly, would obligate Buyer to pay any fees or commissions to anyone acting as broker, finder, financial advisor or in any similar capacity in connection with this Agreement or any of the transactions contemplated hereby.

3.6 Labor Matters.

There is no union or collective bargaining agreement, which is binding on Seller with respect to the business of Seller.

3.7 ZOIC Trademarks.

(a) **Schedule 3.7** lists all registrations and applications for registration with all Governmental and Regulatory Authorities that have been obtained or filed with regard to the ZOIC trademarks, identifying for each (i) its registration (as applicable) and application numbers and (ii) its owner of record and, if different, its beneficial owner and whether it is owned by or exclusively licensed to Seller. Seller owns exclusively all right, title and interest in and to all ZOIC trademarks that are owned or purported to be owned by Seller, free and clear of any and all Encumbrances, other than Permitted Encumbrances.

(b) All ZOIC trademarks registered in the United States, and for which applications to register have been filed in the United States, have been continuously used in the form appearing in, and in connection with, the goods and services listed in their respective registration certificates and applications therefor, respectively. There has been no prior use of any material ZOIC trademarks by any third party that, to Seller's knowledge, would confer upon such third party superior rights in such ZOIC trademarks. No ZOIC trademark has been or is now involved in any opposition or cancellation proceeding and, to Seller's knowledge, no such action is or has been threatened with respect to any material ZOIC trademark. Seller has not received any written notice or claim either (i) challenging Seller's ownership of or exclusive rights in any of the ZOIC trademarks owned (in whole or in part) by Seller, or (ii) suggesting that any other person has any claim of legal or beneficial ownership with respect thereto.

(c) Neither the execution and delivery of this Agreement by Seller nor the consummation of any of the transactions contemplated herein or therein, nor the full performance by Seller of its obligations hereunder or thereunder do or will violate or conflict with any term of any agreement relating to the ownership or use of any material ZOIC trademark.

3.8 No Other Warranties.

EXCEPT AS SET FORTH IN THIS **AGREEMENT**, SELLER IS SELLING THE PURCHASED ASSETS HEREUNDER ON AN "AS IS" BASIS WITHOUT REPRESENTATION OR WARRANTY AS TO THE PURCHASED ASSETS, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT OF THIRD PARTY RIGHTS, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

3.9 No Untrue Statement or Omission of Material Fact.

Neither this Agreement nor any Schedule or Exhibit hereto, nor any statement, list, certificate or document delivered to Buyer pursuant hereto contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date hereof as follows:

4.1 Organization and Qualification.

Buyer is a corporation duly organized, validly existing and in good standing in the State of California, with corporate power and authority to own, lease and operate its assets and properties and carry on its business as presently owned or conducted. Buyer is licensed or qualified to transact business and is in good standing as a foreign corporation in each jurisdiction in which, because of its business conducted there or the nature of its assets or properties there, it would be required to be so licensed or qualified, except where the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect on Buyer.

4.2 Authority; No Breach.

(a) Buyer has all requisite power and authority to execute and deliver this Agreement and to perform, carry out and consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement will at closing have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability is limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation of any of the transactions contemplated herein or therein, nor the full performance by Buyer of its obligations hereunder or thereunder do or will:

(i) violate any provision of the certificate or articles of incorporation or bylaws of Buyer;

(ii) conflict with or result in a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination or cancellation of, or accelerate the performance required by, or result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) upon any contract, commitment or other agreement to which Buyer is a party or by which Buyer or any of its assets is bound, other than such conflicts, breaches or defaults as could not reasonably be expected to have a Material Adverse Effect on Buyer

(iii) conflict with, violate, result in a breach of or constitute a default under any writ, injunction, statute, law, ordinance, rule, regulation, judgment, award, Permit, decree, order, or process of any Governmental and Regulatory Authority to which Buyer or any of its assets are subject, other than such conflicts, violations, breaches or defaults which could not reasonably be expected to have a Material Adverse Effect on Buyer; or

(iv) require Buyer to obtain any Consent.

4.3 Financing.

Buyer will have funds sufficient to pay the Cash Payment due on the Closing Date.

4.4 Finders.

Buyer has not taken any action that, directly or indirectly, would obligate Seller to pay any fees or commissions to anyone acting as broker, finder, financial advisor or in any similar capacity in connection with this Agreement or any of the transactions contemplated hereby.

4.5 No Untrue Statement or Omission of Material Fact.

Neither this Agreement nor any Schedule or Exhibit hereto, nor any statement, list, certificate or document delivered to Seller pursuant hereto contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

ARTICLE V. COVENANTS

5.1 Filings and Authorizations.

Each of Seller and Buyer, as promptly as practicable, (a) shall make, or cause to be made, all such filings and submissions under laws, rules and regulations applicable to it as may be required to consummate the transactions contemplated herein, including without limitation the assignment of the ZOIC trademarks by Seller to Buyer, (b) shall use all commercially reasonable efforts to obtain, or cause to be obtained, all authorizations, approvals, consents and waivers from all Governmental or Regulatory Authorities and other Persons necessary to be obtained by it, if any, in order to consummate the transactions contemplated herein, and (c) shall use all commercially reasonable efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for it to fulfill its obligations hereunder. Seller and Buyer shall coordinate and cooperate with one another in exchanging such information and supplying such reasonable assistance as may be reasonably requested by each in connection with the foregoing.

5.2 Further Assurances; Cooperation.

The parties hereto shall from time to time after the Closing Date execute and deliver such additional instruments and documents, as any party hereto may reasonably request to consummate the transfers and other transactions contemplated hereby, including but not limited to any transfers or assignments of any of the Purchased Assets or related transfer documents for any assets purchased hereunder, and other assignment or related documents that may be required.

5.3 Access.

Upon the request of Buyer, Seller shall at all times following the Closing, to the extent permitted by Law, grant to Buyer and its Representatives the right, during normal business hours, to inspect and copy the Books and Records and other documents in Seller's possession relating to the Purchased Assets as they existed prior to the Closing Date which have not otherwise been transferred to Buyer on or after the Closing Date to the extent reasonably necessary for Buyer's use of the Purchased Assets after the Closing; provided that Buyer shall reimburse Seller promptly for its reasonable and necessary out-of-pocket expenses incurred by Seller in complying with such request.

**ARTICLE VI.
ACTIONS PRIOR TO THE CLOSING DATE**

6.1 Preserve Accuracy of Representations and Warranties.

Each of the parties hereto shall use their commercially reasonable efforts to refrain from taking any action that would render any representation or warranty contained in **Article III** of this Agreement as to Seller and **Article IV** of this Agreement as to Buyer inaccurate as of the Closing Date. Each party shall promptly notify the other of any action, suit or proceeding that shall be instituted or threatened against such party to restrain, prohibit or otherwise challenge the legality of any transaction contemplated by this Agreement.

**ARTICLE VII.
CONDITIONS TO CLOSING**

7.1 Conditions Precedent to Obligations of Buyer.

The obligation of Buyer under this Agreement to consummate the transactions contemplated by this Agreement on the Closing Date shall be subject to the satisfaction of all of the following conditions, any one or more of which may be waived by the Buyer:

(a) Representations and Warranties Accurate.

The representations and warranties of the Seller contained in this Agreement which are qualified as to materiality shall be true and correct in all material respects, and those not so qualified shall be true and correct in all material respects, as of the date of this Agreement.

(b) Performance by the Seller.

The Seller shall have performed and complied with all covenants and agreements required to be performed or complied with by the Seller hereunder on or prior to the Closing Date.

(c) No Legal Prohibition.

No suit, action, investigation, inquiry or other proceeding by any Governmental and Regulatory Authority or other Person shall have been instituted or threatened which arises out of or relates to this Agreement, or the transactions contemplated hereby and no injunction, order, decree or judgment shall have been issued and be in effect or threatened to be issued by any Governmental and Regulatory Authority of competent jurisdiction, and no statute, rule or regulation shall have been enacted or promulgated by any Governmental and Regulatory Authority and be in effect, which in each case restrains or prohibits the consummation of the transactions contemplated hereby.

(d) Additional Documents, etc.

There shall have been delivered to Buyer each of the agreements, documents, certificates and other items contemplated to be delivered to Buyer as set forth in the Agreement.

7.2 Conditions Precedent to Obligations of Seller.

The obligations of Seller under this Agreement to consummate the transactions contemplated by this Agreement on the Closing Date shall be subject to the satisfaction, at or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived by the Seller:

(a) Representations and Warranties Accurate.

The representations and warranties of Buyer contained in this Agreement which are qualified as to materiality shall be true and correct in all material respects, and those not so qualified shall be true and correct in all material respects, as of the date of this Agreement with the same force and effect as though made on and as of the Closing Date.

(b) Performance by Buyer.

Buyer shall have performed and complied in all material respects with all covenants and agreements required to be performed or complied with by it hereunder on or prior to the Closing Date.

(c) No Legal Prohibition.

No suit, action, investigation, inquiry or other proceeding by any Governmental and Regulatory Authority or other Person shall have been instituted or threatened which arises out of or relates to this Agreement or the transactions contemplated hereby and no injunction, order, decree or judgment shall have been issued and be in effect or threatened to be issued by any Governmental and Regulatory Authority of competent jurisdiction, and no statute, rule or regulation shall have been enacted or promulgated by any Governmental and Regulatory Authority and be in effect, which in each case restrains or prohibits the consummation of the transactions contemplated hereby.

(d) Necessary Consents.

Buyer shall have received all Consents required to consummate the transactions contemplated by this Agreement.

ARTICLE VIII. TERMINATION

8.1 Termination.

Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date:

- (a) By the mutual written Consent of Buyer and Seller;

(b) By Buyer or Seller if the Closing shall not have occurred on or before November 15, 2004, provided that the failure of the Closing to be consummated by such date shall not have been caused by, or result from, the action or inaction of the party seeking termination;

(c) By Buyer in the event of any material breach by Seller of any representations or warranties contained herein and the failure of Seller to cure such breach within ten (10) days after receipt of written notice from Buyer requesting such breach to be cured; or

(d) By Seller in the event of any material breach by Buyer of any representations or warranties contained herein and the failure of Buyer to cure such breach within ten (10) days after receipt of written notice from Seller requesting such breach to be cured.

8.2 Effect of Termination.

In the event that this Agreement shall be terminated pursuant to this **Article VIII**, (i) all further obligations of the parties under this Agreement shall be terminated without further liability of any party to the other, provided that nothing herein shall relieve any party from liability for its willful breach of this Agreement; and (ii) all agreements between or among Buyer and Seller shall remain in full force and effect, and nothing herein is intended or shall be deemed to waive, suspend or terminate any rights, remedies or obligations of the parties under such agreements.

**ARTICLE IX.
MISCELLANEOUS**

9.1 Survival of Representations and Warranties.

All representations and warranties contained in this Agreement shall survive until December 31, 2004 and each of the covenants and agreements contained in this Agreement which contemplate performance after the Closing Date shall survive the consummation of the transactions contemplated by this Agreement.

9.2 Amendment.

This Agreement may not be modified, amended, altered or supplemented except by a written agreement executed by both Buyer and Seller.

9.3 Entire Agreement.

This Agreement, together with the Exhibits and Schedules hereto and the instruments, agreements and other documents delivered pursuant to this Agreement, contain the entire agreement of the parties relating to the subject matter hereof, and supersede all prior agreements, understandings, representations, warranties and covenants of any kind between the parties relating to such subject matter, including without limitation any prior licensing agreement between Buyer and Seller.

9.4 Waivers.

Waiver by any party of any breach of or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement. No waiver of any such breach or failure or of any term or condition of this Agreement shall be effective unless in a written notice signed by the waiving party and delivered, in the manner required for notices generally, to each affected party.

9.5 Counterparts.

This Agreement may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

9.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (i.e., without regard to its conflicts of law rules).

9.7 Attorneys' Fees.

In any action or proceeding to enforce this Agreement or any of the documents or agreements referenced herein, the prevailing Party shall be entitled to the recovery of its actual costs and expenses (including actual attorneys' and experts' fees).

9.8 Binding Effect; Third Party Beneficiaries; Assignment.

In the event this Agreement becomes binding, it shall be binding upon, inure to the benefit of, and be enforceable by, Seller and Buyer and their respective legal Representatives, successors and permitted assigns. Except as expressly set forth herein, nothing expressed or referred to in this Agreement is intended or shall be construed to give any Person other than the parties to this Agreement, or their respective legal Representatives, successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. Neither party may assign this Agreement nor any of its rights hereunder, other than any right to payment of a liquidated sum, nor delegate any of its obligations hereunder, without the prior written Consent of the other (not to be unreasonably withheld).

9.9 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and any such provision, to the extent invalid or unenforceable, shall be replaced by a valid and enforceable provision which comes closest to the intention of the parties underlying such invalid or unenforceable provision.

9.10 Headings.

The headings contained in this Agreement are for reference purposes only and shall not modify, define, limit, expand or otherwise affect in any way the meaning or interpretation of this Agreement.

9.11 No Agency.

No party hereto shall be deemed hereunder to be an agent of, or partner or joint venturer with, any other party hereto.

9.12 Interpretation.

In this Agreement, unless a contrary intention appears, (i) the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision, and to any certificates delivered pursuant hereto; and (ii) reference to any Article or Section means such Article or Section hereof.

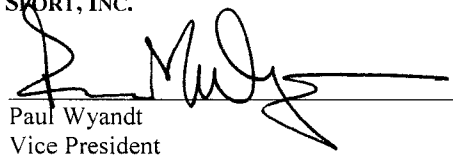
9.13 Schedules, Exhibits and Other Agreements.

The Exhibits, Schedules, other agreements, certificates and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement. Any disclosure that is made in any of the Exhibits, Schedules or certificates delivered pursuant to this Agreement shall be deemed responsive to any other applicable disclosure obligation hereunder.

IN WITNESS WHEREOF, the parties have executed this non-binding Agreement as of the date first above written.

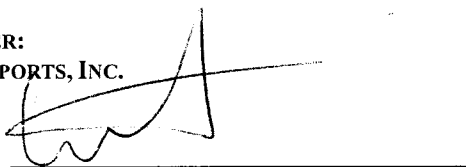
BUYER:
KUMA SPORT, INC.

By:


Paul Wyandt
Vice President

SELLER:
ZUITSPOORTS, INC.

By:


Vito Bialla
Chairman 11/12/04

Schedule 2.1
Purchased Assets

- 1) ZOIC TM
- 2) ZOIC.com web domain
- 3) Outstanding purchase orders for ZOIC product, specifically any purchase orders issued by Performance Inc. for ZOIC product after 11/1/04
- 4) Finished Goods Inventory per detail listing
- 5) Fabric per summary worksheets
- 6) Trims
- 7) ZOIC obsolete inventory including returns/defects
- 8) ZOIC prototype garment developments
- 9) Sales Samples
- 10) Marketing collateral (surplus catalogs, flyers, stickers)
- 11) Customer lists

Schedule 3.7
Trademarks

- 1) ZOIC wordmark - US trademark registration # 2324284
- 2) Any other US & foreign trademarks for the ZOIC wordmark and/or logo

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



J. Todd Pichini

Commissioner of Patents and Trademarks

TRADEMARK
REEL: 003259 FRAME: 0625

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

Reg. No. 2,324,284

United States Patent and Trademark Office

Registered Feb. 29, 2000

**TRADEMARK
PRINCIPAL REGISTER**

ZOIC

ZOIC CLOTHING MFG. INC. (CALIFORNIA
CORPORATION)
2415 3RD STREET, NO. 230
SAN FRANCISCO, CA 94107

FOR: CLOTHING NAMELY, BICYCLE
PANTS, SHORTS, HATS, SOCKS, JERSEYS,
SHIRTS, OVER-SHIRTS, T-SHIRTS, JACKETS,
PANTS, TOPS, VESTS AND LINERS FOR

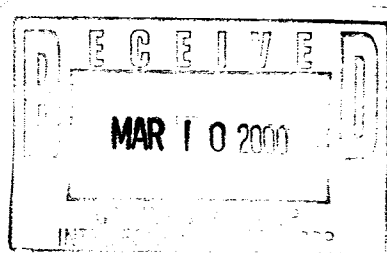
PANTS AND SHORTS, IN CLASS 25 (U.S. CLS.
22 AND 39).

FIRST USE 1-1-1995; IN COMMERCE
1-1-1995.

OWNER OF U.S. REG. NO. 1,974,549.

SER. NO. 75-663,668, FILED 3-19-1999.

CHRISIE B. KING, EXAMINING ATTORNEY



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Serial Number: 75663668 Assignment Information

Registration Number: 2324284 Assignment Information

Mark (words only): ZOIC

Standard Character claim: No

Current Status: Registered.

Date of Status: 2000-02-29

Filing Date: 1999-03-19

Transformed into a National Application: No

Registration Date: 2000-02-29

Register: Principal

Law Office Assigned: LAW OFFICE 109

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 2000-05-17

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. ZOIC Clothing Mfg. Inc.

Address:

ZOIC Clothing Mfg. Inc.
2415 3rd Street, No. 230
San Francisco, CA 94107
United States

Legal Entity Type: Corporation

State or Country of Incorporation: California

GOODS AND/OR SERVICES

International Class: 025

CLOTHING NAMELY, BICYCLE PANTS, SHORTS, HATS, SOCKS, JERSEYS, SHIRTS, OVER-

SHIRTS, T-SHIRTS, JACKETS, PANTS, TOPS, VESTS AND LINERS FOR PANTS AND SHORTS

First Use Date: 1995-01-01

First Use in Commerce Date: 1995-01-01

Basis: 1(a)

ADDITIONAL INFORMATION

Prior Registration Number(s):

1974549

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2000-02-29 - Registered - Principal Register

1999-12-07 - Published for opposition

1999-11-05 - Notice of publication

1999-08-30 - Approved for Pub - Principal Register (Initial exam)

1999-08-18 - Case file assigned to examining attorney

1999-06-02 - Communication received from applicant

CORRESPONDENCE INFORMATION

Correspondent

Joseph M. Manak (Attorney of record)

JOSEPH M. MANAK
GRAHAM & JAMES LLP
885 THIRD AVENUE
NEW YORK, NEW YORK 10022-4834



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title**Total Assignments: 2****Serial #:** [75663668](#) **Filing Dt:** 03/19/1999 **Reg #:** [2324284](#) **Reg. Dt:** 02/29/2000**Registrant:** ZOIC Clothing Mfg. Inc.**Mark:** ZOIC**Assignment: 1****Reel/Frame:** [2643/0257](#) **Received:** 05/02/2003 **Recorded:** 05/02/2003 **Pages:** 7**Conveyance:** Purchase at auction of all assets of ZOOT SPORTS, INC., and its wholly owned subsidiary ZOIC CLOTHING MFG., INC., including but not limited to registered trademarks.**Assignors:** [ZOOT SPORTS, INC.](#)**Exec Dt:** 02/21/2003**Entity Type:** CORPORATION**Citizenship:** DELAWARE[ZOIC CLOTHING MANUFACTURING, INC.](#)**Exec Dt:** 02/21/2003**Entity Type:** CORPORATION**Citizenship:** CALIFORNIA**Assignee:** [BIALLA, VITO](#)**Entity Type:** INDIVIDUAL**Citizenship:** UNITED STATES**DBA/AKA/TA:** DBA TRUSTEE OF THE BIALLA & ASSOCIATES PENSION AND PROFIT SHARING PLAN
4000 BRIDGEWAY, SUITE 201
SAUSALITO, CALIFORNIA 94565**Correspondent:** GAIL I. NEVIUS - LEGAL STRATEGIES GROUP5905 CHRISTIE AVENUE
EMERYVILLE, CA 94608**Assignment: 2****Reel/Frame:** [2643/0276](#) **Received:** 05/02/2003 **Recorded:** 05/02/2003 **Pages:** 11**Conveyance:** ASSIGNS THE ENTIRE INTEREST**Assignor:** [VITO BIALLA](#)**Exec Dt:** 03/07/2003**Entity Type:** TRUSTEE OF THE BIALLA & ASSOCIATES PENSION AND PROFIT SHARING PLAN**Citizenship:** CALIFORNIA**Assignee:** [ZUISPORTS, INC.](#)**Entity Type:** CORPORATION**Citizenship:** CALIFORNIA10280 CAMINO SANTA FE
SAN DIEGO, CALIFORNIA 92121**Correspondent:** GAIL I. NEVIUS - LEGAL STRATEGIES GROUP5905 CHRISTIE AVENUE
EMERYVILLE, CA 94608

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