

**ASSIGNMENT
(U.S. and Foreign Trademarks)**

WHEREAS, TEE TOP OF CALIFORNIA, INC., a corporation organized under and pursuant to the laws of California having its principal place of business at 11728 Goldring Road, Second Floor, Arcadia, California 91006 (hereinafter referred to as Assignor), has adopted and is using the Marks set forth in SCHEDULE A hereof which they have used in various countries throughout the world including the United States; and

WHEREAS, PRO CELEBRITY, LLC, a corporation organized under and pursuant to the laws of California, having its principal place of business at 891 West Foothill Boulevard, Arcadia, California 91006, desires to acquire the Marks and the goodwill of the business associated with the Marks.

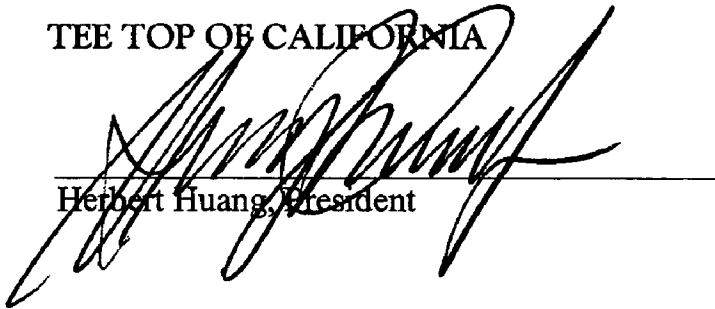
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Marks and all of its right, title, and interest to said Marks not presently registered set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

•April 30, 2004

TEE TOP OF CALIFORNIA



Herbert Huang, President

SCHEDULE A

REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS

Marks	Registration Number	Date Registered	Serial Number	Filing Date	Ctry
COLOR BLOCK			76/527259	June 30, 2003	US
PRO CELEBRITY & DESIGN	1723913	Oct. 13, 1992	74/163628	May 6, 1991	US
PRO CELEBRITY	1435778	April 7, 1987	73/621496	Sept. 22, 1986	US
PC PRO CELEBRITY	1866457	Dec. 6, 1994	74/374002	Mar. 31, 1993	US
AMERICAN TEAM SPORTS PRO CELEBRITY	1930915	Oct. 31, 1995	74/524249	May 9, 1994	US