

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
Seal King North America, Inc.		07/07/2007	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Seal King Industrial Co., Ltd.		
Street Address:	14F-2, No. 888, Jing Guo Road		
City:	TaoYuan		
State/Country:	TAIWAN		
Entity Type:	LIMITED LIABILITY COMPANY: TAIWAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2606983	SEAL KING	
CORRESPONDENCE DATA			
Fax Number:	(919)755-6093		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-755-2115		
Email:	skeefe@wcsr.com		
Correspondent Name:	Sarah Anne Keefe		
Address Line 1:	PO Box 831		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
DOMESTIC REPRESENTATIVE			
Name:	Sarah Anne Keefe		
Address Line 1:	PO Box 831		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Sarah Anne Keefe		

CH \$40.00 2606983

Signature:	/sarahannekeefe/
Date:	08/09/2007
Total Attachments: 6 source=SEALKING Assignment#page1.tif source=SEALKING Assignment#page2.tif source=SEALKING Assignment#page3.tif source=SEALKING Assignment#page4.tif source=SEALKING Assignment#page5.tif source=SEALKING Assignment#page6.tif	

EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment"), dated as of July 7, 2007 (the "Effective Date"), is made by and among, on the one hand, Seal King North America, Inc., a South Carolina corporation; Seal King Groep BV, a limited liability company organized under the laws of the Netherlands; and Seal King BV, a limited liability company organized under the laws of the Netherlands (collectively and individually, "Assignor"); and, on the other hand, Seal King Industrial, Ltd., a limited liability company organized under the law of Taiwan ("Assignee").

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to: (i) any and all trademarks, service marks, trade names or logos which incorporate the term SEAL KING (in any language), and all applications and registrations thereof, including but not limited to those set forth on Exhibit A, attached hereto and incorporated herein, (collectively, the "Marks"); (ii) any and all World Wide Web domain names owned or used by Assignor which incorporate the term SEALKING (in any language), including but not limited to those set forth on Exhibit A, (collectively, the "Domain Names"); (iii) the goodwill symbolized by the Marks and Domain Names; and (iv) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks and Domain Names (all of the foregoing (i) - (iv) hereinafter collectively referred to as the "Intellectual Property"); and

WHEREAS, Assignee desires to acquire the Intellectual Property from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Intellectual Property to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Intellectual Property. Assignor represents and warrants that the Intellectual Property identified or described on Exhibit A is a complete and accurate list of all Marks and all Domain Names. Except as specifically provided in Section 3 below, all use of the Intellectual Property by Assignor will permanently cease on or before August 6, 2007. From the Effective Date until August 6, 2007, Assignor will not expand the manner in which Assignor uses the Intellectual Property.
2. Assignor further agrees without further consideration to cause to be timely performed such other lawful acts and to be executed such further assignments and other lawful documents (including, without limitation, the documents required by the domain name registrars to transfer record ownership of the Domain Names) as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Intellectual Property and all other rights hereby conveyed. Assignor agrees to execute any and all documents required to transfer the Domain Names by August 6, 2007.

WCSR 3669885v1

S.W.

3. With regard to only the domain name Sealkingusa.com, Assignee agrees to maintain the current (as of August 3, 2007) DNS Mail Exchange Record Setting until October 6, 2007. Assignor is allowed to claim the "Reverse DNS Lookup" address for Sealkingusa.com until October 6, 2007, and then Assignee may cause those entries to be removed from the DNS tables. Assignor and Assignee agree that this will be done to allow Assignor to continue to receive email traffic directed to Sealkingusa.com for two months and for no other reason. Assignee agrees that it will not change or itself use this DNS Mail Exchange Record Setting until after October 6, 2007. Assignor acknowledges that Assignee's use of the domain name Sealkingusa.com is otherwise without restriction. During this two-month period, Assignor will use Sealkingusa.com only to receive email and will not use the domain name in any other way or manner. As of October 7, 2007, all use of the domain name Sealkingusa.com by Assignor will permanently cease.
4. Assignor agrees that at no time will it contest or challenge the validity of this Assignment, Assignee's ownership of the Intellectual Property or the validity of the Intellectual Property or any intellectual property owned by Assignee, including but not limited to trademarks, service marks, logos, domain names and patents. Assignor agrees that it will not assist any other party in doing same. Assignor will not adopt, use, attempt to register or register any mark or name which contains the word SKI, SEAL or KING (in any language) or any combination or derivation thereof or which is confusingly similar to SKI or SEAL KING (in any language). Assignor will not adopt, use, register or attempt to register any of Assignor's trademarks, trade names or logos.
5. Assignor represents and warrants that: (i) Assignor has the right to make the assignment of the Intellectual Property effected herein; (ii) Assignor has not made and will make no fraudulent or illegal use of the Intellectual Property; (iii) any and all use of the Intellectual Property has been in full compliance with state and national law; (iv) Assignor's registration of the Intellectual Property is to the best of its knowledge valid and in full force and effect; (v) to the best of its knowledge all registration fees associated with the Intellectual Property through the Effective Date have been timely paid; (vi) to the best of its knowledge there are no licenses or contracts related to the Intellectual Property with the exception of Assignor's registrations with its domain name registrars; (vii) Assignor will not enter into any contracts related to the Intellectual Property, except as may be requested by Assignor to transfer record ownership of same to Assignee; (viii) Assignor has not pledged and will not pledge the Intellectual Property as security for any debt or obligation; (ix) no party has a security interest in the Intellectual Property; and (x) there are no liens or other interests related to the Intellectual Property.
6. Subject to the terms hereof, Assignee accepts such assignment of the Intellectual Property. Assignor will submit this Assignment to the United States Patent & Trademark Office and will dismiss U.S. Trademark Cancellation Action No. 92046199.
7. The parties incorporate, by reference, the terms of the Settlement Term Sheet dated July 7, 2007.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

WCSR 3669885v1

2

S.W.

SEAL KING NORTH AMERICA, INC.

By: _____
Printed name: MAREN WALL
Title:

SEAL KING INDUSTRIAL, LTD.

By: _____
Printed name
Title:

SEAL KING GROEP BV

By: _____
Name:
Title:

SEAL KING BV

By: _____
Name:
Title:

SEAL KING NORTH AMERICA, INC.

By: _____
Printed name:
Title:

SEAL KING GROEP BV

By: _____
Name:
Title:

SEAL KING BV

By: _____
Name:
Title:

SEAL KING INDUSTRIAL, LTD.

By: *Spencer Wang*
Printed name **SPENCER WANG**
Title: **VICE PRESIDENT.**

S.W.

EXHIBIT A
TO
ASSIGNMENT
BY AND BETWEEN
SEAL KING NORTH AMERICA, INC., SEAL KING GROEP, BV AND SEAL KING BV
AND
SEAL KING INDUSTRIAL, LTD.

TRADEMARK, SERVICE MARKS and TRADE NAMES

SEAL KING (U.S. Reg. No. 2,606,983)
Seal King North America, Inc.
Seal King Groep BV
Seal King BV
SEAL KING

DOMAIN NAME REGISTRATIONS

Domain Name	Registrant	Registrar
officialsealking.com	Seal King Europe	GoDaddy.com
sealkingdirect.biz	Seal King Europe	GoDaddy.com
sealkingdirect.com	Seal King Europe	GoDaddy.com
sealkingdirect.info	Seal King Europe	GoDaddy.com
sealkingdirect.net	Seal King Europe	GoDaddy.com
Sealking.co.uk	Seal King Europe	Key-Systems
Sealkingdirect.co.uk	Seal King Groep BV	Key-Systems
Sealking.tw	Seal King Europe	GoDaddy.com
Sealking.za.com and/or Sealking.com.za	To be determined	To be determined
sealkingna.com	Seal King North America	Network Solutions

WCSR 3669885v1

4

S.W.

sealkingdirect.us	Seal King Europe	GoDaddy.com
sealkingna.com	Seal King North America	Network Solutions
sealkingonline.com	Seal King Europe	GoDaddy.com
sealkingtape.com	Seal King North America	Network Solutions
sealkingusa.com	Seal King North America	Network Solutions

WCSR 3669885v1

5

S.W.