

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
Discovery Marketing Limited		06/19/2007	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Hanson Trading Limited		
Street Address:	813, 8/F Hollywood Plaza,		
Internal Address:	610 Nathan Road		
City:	Hong Kong		
State/Country:	HONG KONG		
Entity Type:	LIMITED LIABILITY COMPANY: HONG KONG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2111518	HAI KARATE	
Registration Number:	0877529	HAI KARATE	
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)-554-5000		
Email:	ss@pattishall.com, kep@pattishall.com		
Correspondent Name:	Sanjiv D. Sarwate		
Address Line 1:	311 S. Wacker Drive, Suite 5000		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	1007-024-0002 AND 3		
DOMESTIC REPRESENTATIVE			
Name:	Robert W. Sacoff		
Address Line 1:	311 South Wacker Drive, Suite 5000		

CH \$65.00 2111518

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Sanjiv D. Sarwate

Signature:

/sanjiv sarwate/

Date:

11/02/2007

Total Attachments: 6

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TRADE MARK ASSIGNMENT

THIS AGREEMENT, made this 19th day of June 2007

BETWEEN: DISCOVERY MARKETING LIMITED, a company organised under the laws of Jersey with its Registered Office at ASL House, 12-14 David House, St Helier, Jersey, JE2 4SL (referred to hereinafter as the "Assignor", which expression shall include its predecessors, heirs, successors and assigns) of the one part

- and - **HANSON TRADING LIMITED**, a company incorporated in Hong Kong, with its Registered Office at 813, 8/F Hollywood Plaza, 610 Nathan Road, Hong Kong (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 name 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 Two thousand four hundred pounds only (£2,400) by the Assignee to the Assignor, receipt of which is hereby acknowledged by the Assignor, it is hereby agreed as follows:-

1. (a) The assignor hereby irrevocably sells, assigns, transfers and conveys unto the Assignee (or such other entity as the Assign shall direct) its successors and assigns, all right, title and interest in and to the Trade Marks listed in the schedule hereto (with the registrations identified on the Schedule attached hereto), together with the part goodwill of each of the Assignor's businesses connected with and symbolized by the Trade Marks.

(b) The Assignor warrants and represents to the Assignee that as of the date of this agreement.

(i) This assignment of the Trade Marks is made free and clear of all lien, security interests, pledges, charges, encumbrances, claims and/or licence or distribution agreements.

(ii) Assignor has the full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.

2. This Agreement represents an omnibus assignment of all registrations identified in the schedule hereto.

3. (a) The Assignor agrees that at the request of the Assignee it will prepare separate Confirmatory Assignments for each country in a form required by that country and at the Assignee's expense.

(b) The Assignor agrees that were Trade Marks set forth in the Schedule hereto stand in name of any company or person other than the Assignor, the Assignor will at the request and cost (where applicable) of the Assignee and at no additional

compensation to the Assignee, promptly execute all instruments and documents and take all further action that may be reasonably necessary or desirable in order to perfect the transfer of Trade Marks from any such other company or person to the Assignor, and from the Assignor to the Assignee.

(c) The Assignor agrees that where, at the date of this agreement, Trade Marks listed in the Schedule hereto are still registered in the name of any such other company or 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 costs 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 Agreement 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 relation between the parties and the Assignor gives no warranty that 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 of 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: Discovery Marketing Limited

By: [Signature] at: Hendon, England

Before me: [Signature] at: [Signature]

For and on behalf of: Hanson Trading Limited

By: [Signature] at: Hendon

Before me: [Signature] at: [Signature]

SCHEDULE

BURLEY			UK
BURLEY EXECUTIVE			UK
BURLEY TRES RICHE			UK
BURLEY SPORT			UK
CENSORED	3705894 - pending		CT
CENSORED	966903	05	UK
CENSORED	966902	03	UK
HAI KARATE	74610446		USA
HAI KARATE	72316125		USA
HAI KARATE	887,529		USA
HAI KARATE	3705548		CT
HAI KARATE	1575666		UK
HAI KARATE	162981		EIRE
BODY ZONE	3705696		CT
BODYZONE	2107278		UK
FRENCH ALMOND	3705381		CT
FRENCH ALMOND	1072642		UK
FRENCH ALMOND	1135555		UK
FRENCH ALMOND	8167020		EIRE
HUSTLER	1077222		UK
HUSTLER	95712359		RUSSIA
HUSTLER	3705571	PENDING	CT
XANADU	981985		UK
XANADU	934334		UK
XANADU	4301131	PENDING	CT
CORVETTE	729368		UK
CORVETTE	1003580		UK
CORVETTE DEVICE	868141		UK
CORVETTE DEVICE	868139		UK
SOL VERDE			UK
DEEP SOUTH	2061420		UK
MISTY	2139616		UK
MISTY	3705605	PENDING	CT
MISTY	1369616		UK
MISTY	2044517		UK
KIKU DEVICE	933895		UK
KIKU DEVICE	914387		UK

TRADEMARK

RECORDED: 11/02/2007

REEL: 003653 FRAME: 0495