

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Christopher A. Jackson		02/09/2009	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Seekers Australia Pty. Ltd.
Street Address:	P.O. Box 8249
City:	Subiaco East, WA
State/Country:	AUSTRALIA
Postal Code:	6008
Entity Type:	CORPORATION: AUSTRALIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78759348	SUNSEEKER
Registration Number:	1725789	SUN SEEKERS
Registration Number:	1922135	SUN SEEKERS

CORRESPONDENCE DATA

Fax Number: (949)833-0885  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 949 833 3622  
 Email: beth@connorspatentlaw.com  
 Correspondent Name: John J. Connors  
 Address Line 1: 1600 Dove Street #220  
 Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER:	8250, 8250.1, 9582
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DOMESTIC REPRESENTATIVE

Name: Jason K. Schmitz

OP \$90.00 78759348

Address Line 1: 71 S. Wacker Drive  
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER: John J. Connors

Signature: /jjc/

Date: 02/10/2009

Total Attachments: 3  
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**Trademark Assignment**

**THIS ASSIGNMENT** is dated *February 09,* 2009 and is made

**BETWEEN**

- (1) Christopher A Jackson, UNA-Performance Clothing, Inc. 334 Trousdale Drive, Chula Vista, CA 91910 (the "Assignor"); and
- (2) Seekers Australia Pty. Ltd., a company under the laws of Australia with its address PO Box 8249, Subiaco East, WA 6008, Australia (the "Assignee").

**WHEREAS**

- (A) The Assignor is the proprietor and beneficial owner of the US registered trade marks and the US trade mark application set out in the Schedule hereto (the "Trade Marks").
- (B) By an agreement made between the parties on the date of this Agreement (the "Sale and Purchase Agreement") the Assignor agreed to assign the Trade Marks to the Assignee on the terms set out therein and to execute this Assignment.

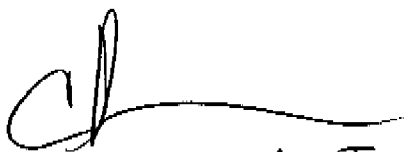
**BY WHICH IT IS AGREED** as follows:-

1. In pursuance of the said agreement and in consideration of the sum of USD1.00 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor does HEREBY ASSIGN and transfer as beneficial owner all right title and interest in the Trade Marks, including all statutory and common law rights attaching thereto and the right to sue for past infringements and to recover and retain any damages and/or profits obtained as a result of such action, to the Assignee.
2. The Assignor confirms that this Assignment is made with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor.
3. The Assignor warrants to the Assignee as follows in respect of each of the registered Trade Marks:
  - 3.1 that all renewal fees due in respect of the registrations have been paid;
  - 3.2 that the Assignor has appointed no licences of any of them nor given any other person any permission to use any of them;
  - 3.3 that the Assignor is unaware of any infringement of the Trade Marks or of any reason why any registration for the Trade Marks may be capable of being expunged from the register for any reason whatsoever;

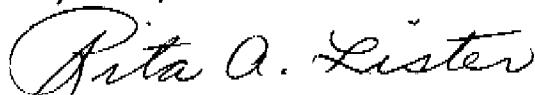
- 3.4 that there are no circumstances known to the Assignor arising out of this or any earlier assignment which may result in the use of the Trade Marks being liable to mislead the public;
- 3.5 that the Assignor is properly entered on the Register of United States Patent and Trademark Office as owner of the registrations.
- 4. The Assignor shall at the cost of the Assignee do and execute or procure that there shall be done and executed all such documents deeds matters acts and things as the Assignee may at any time reasonably require properly in order to vest the Trade Marks in the Assignee.

IN WITNESS whereof the parties hereto have executed this Agreement in the manner hereinafter appearing.


SIGNED BY Christopher A Jackson )  
in the presence of: )


  
Christopher A. Jackson

RITA A. LISTER



SIGNED BY )  
for and on behalf of )  
Seekers Australia Pty. Ltd. )  
in the presence of: )

  
CHAN KIN LEUNG

  
PAOLO DELLA MORA

**SCHEDULE**

Trade Marks

US Trade Mark Registrations

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
SUN SEEKERS	1725789
SUN SEEKERS	1922135

US Trade Mark Application

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>
SUNSEEKER	78759348