

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
Neil Pryde Limited		01/23/2009	CORPORATION: HONG KONG
RECEIVING PARTY DATA			
Name:	Goodwell International, Ltd.		
Street Address:	Columbus Centre Building		
Internal Address:	Road Town		
City:	Tortola		
State/Country:	BRITISH VIRGIN ISLANDS		
Entity Type:	LIMITED LIABILITY COMPANY: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2530354	POWERTRIANGLE	
CORRESPONDENCE DATA			
Fax Number:	(858)314-1501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-314-1500		
Email:	BElder@mintz.com		
Correspondent Name:	Bruce Elder/Mintz Levin		
Address Line 1:	3580 Carmel Mountain Road, Ste 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	37691-407		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

OP \$40.00 2530354

Address Line 4:

NAME OF SUBMITTER:

Bruce Elder

Signature:

/Bruce Elder/

Date:

03/02/2010

Total Attachments: 6

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2

Dated the 23rd day of January 2009

BETWEEN

NEIL PRYDE LIMITED

(Assignor)

and

GOODWELL INTERNATIONAL LTD

(Assignee)

Flow
TRADEMARK ASSIGNMENT
(WITH GOODWILL)

THIS ASSIGNMENT ("Agreement") is made on the 23rd day of January 2009

BETWEEN

- (1) **NEIL PRYDE LIMITED**, a company incorporated in Hong Kong, whose registered office is located at 20/F., YKK Building, Phase 2, No. 2 San Lik Street, Tuen Mun, Hong Kong ("**Assignor**"); and
- (2) **GOODWELL INTERNATIONAL LTD**, a company incorporated in the British Virgin Islands, whose registered office is located at Columbus Centre Building, Road Town, Tortola, British Virgin Islands ("**Assignee**")

WHEREAS the Assignor is the proprietor of the trade marks as exhibited in Schedule I annexed hereto ("**Trademarks**")

AND WHEREAS the Assignor has agreed to assign to the Assignee the Trademarks together with the goodwill of the business concerned in the goods/ services for which the Trademarks are or may become registered for the consideration hereinafter appearing

1. **ASSIGNMENT**

In pursuance of the said Agreement and in consideration of the sum of HONG KONG DOLLARS ONE HUNDRED and for other good and valuable consideration now paid to the Assignor by the Assignee (the receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns and transfers, as of the date hereof, with full title guarantee to the Assignee ALL rights, title, interests and property which the Assignor has or may claim to have in the Trademarks the full and exclusive benefit thereof which may subsist in the Trademarks and all rights, privileges and advantages appertaining thereto TOGETHER WITH :-

- (a) the goodwill of the business concerned in the goods/ services for which the

Trademarks are registered or may become registered or are used; and

- (b) the right of the Assignee to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of any rights in or relating to the Trademarks whether committed before or after the date of this Agreement, to the intent that the Trademarks shall be in the name of and shall vest in the Assignee

TO HOLD the same unto the Assignee absolutely.

2. **ASSIGNOR'S OBLIGATIONS AND WARRANTIES**

- 2.1. The Parties acknowledge and agree that certain of the transfers contemplated by this Agreement may not be effected on or before the effective date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect or register such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on the date hereof, the Assignor will cooperate and use commercially reasonable efforts to obtain, at the expense of the Assignee, any necessary consents or approvals or take any other actions necessary to effect or register such transfers as promptly as practicable following the date hereof. Nothing herein will effect the transfer or assignment of any Trademark to the extent that such transfer or assignment would cause forfeiture or loss of such Trademark. If an attempted assignment would be ineffective or would impair the Assignee's rights under any such Trademark so that the Assignee would not receive all such rights, then the Assignor will use commercially reasonable efforts to provide or cause to be provided to the Assignee, to the extent permitted by law, the rights of any such Trademark and take such other actions as may reasonably be requested by the Assignee in order to place the Assignee insofar as reasonably possible, in the same position as if such Trademark had been transferred as contemplated hereby. In connection therewith, (a) the Assignor will promptly pass along to the Assignee when received, all benefits derived by the Assignor with respect

to any such Trademark, and (b) the Assignee will pay, perform and discharge on behalf of the Assignor all of the Assignor's obligations with respect to any such Trademark in a timely manner and in accordance with the terms thereof which it may do without breach. If and when such consents or approvals or registrations are obtained or such other required action shall have been taken, the transfer of the applicable Trademark will be effected in accordance with the terms of this Agreement.

2.2 The Assignor hereby warrants that:-

- (a) it has the full power to enter into this Agreement;
- (b) it has not, either by act or omission caused and permitted anything to be done which might endanger the ability of the Assignee to register the Trademarks;
- (c) it has not knowingly withheld from the Assignee knowledge of any circumstances that may endanger the ability of the Assignee to register this Agreement.

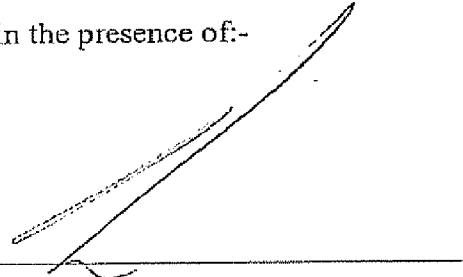
2.3 The Assignor hereby agrees to indemnify, and to keep the Assignee indemnified, against all actions claims proceedings costs and damages (including any damages or compensating paid by the Assignee on the advice of its legal advisers to compromise or settle any claim) and all legal costs and other expenses arising out of any breach of the warranties in clause 2.2 or out of any claims by a third party based on any facts which if substantiated would constitute such a breach.

3. **PROPER LAW AND JURISDICTION**

This Agreement shall be governed by the laws of Hong Kong SAR in every particular including formation and interpretation and both parties agree to submit to the jurisdiction of the courts of Hong Kong SAR.

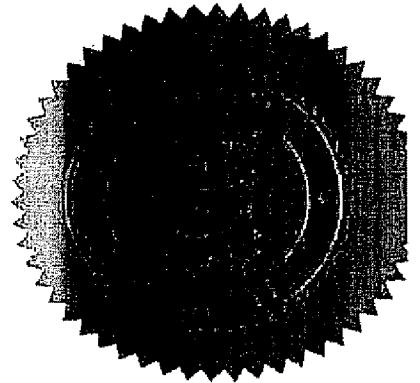
IN WITNESS whereof the Assignor and the Assignee have duly executed this Agreement the date first above written.

The Common Seal of)
NEIL PRYDE LIMITED)
is hereunto affixed by resolutions of its)
board of directors in the presence of :)
in the presence of:-)

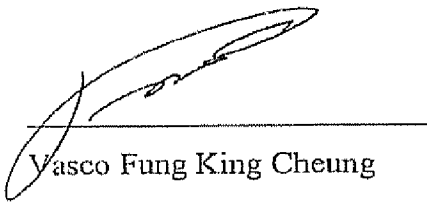


NEIL PRYDE

Director

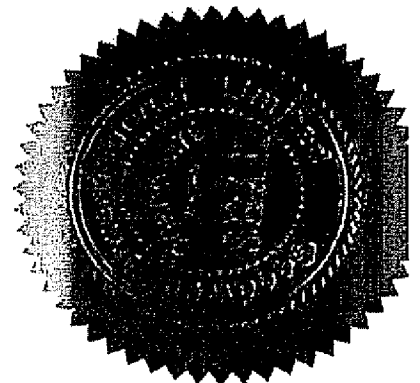


The Common Seal of)
GOODWELL INTERNATIONAL LTD.)
is hereunto affixed by resolutions of its)
board of directors in the presence of :)



Vasco Fung King Cheung

Director



SCHEDULE I

[List of Trade Mark]

	Country	Trademark	Application/ Registration No.	Class
1.	Austria	Flow & device	166388	18, 25 & 28
2.		FLOW	166579	18, 25 & 28
3.	Brazil	Flow & device	819303160	28
4.		FLOW	Filed on 30 September 2008	28
5	China	FLOW	5413673	25
6		FLOW	5475288	18
7		FLOW	5475305	28
8	CTM	FLOW	000292458	18, 25 & 28
9		FLOW	002330959	28
10		PowerTriangle	001184720	25 & 28
11	India	FLOW	Filed on 11 September 2008	18, 25 & 28
12	Japan	PowerTriangle	4378622	25 & 28
13	New	FLOW	739240	18, 25 & 28
14	Zealand	FLOW & device	258007	25
15.		FLOW & device	258008	28
16.		FLOW & device	258006	18
17	United States	PowerTriangle	2530354	28