

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Strength Trading Limited		08/13/2010	COMPANY: BRITISH VIRGIN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	One Distribution SARL		
<b>Street Address:</b>	76, Avenue de la Liberte		
<b>City:</b>	Luxembourg		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-1930		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85105361	SUPRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206.359.8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Grace Han Stanton		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4800		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101-3099		
<b>ATTORNEY DOCKET NUMBER:</b>	74382.4000.GX56		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

CH \$40.00 85105361

**900174752**

**TRADEMARK  
 REEL: 004302 FRAME: 0675**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Grace Han Stanton

Signature:

/Grace Han Stanton/

Date:

10/22/2010

**Total Attachments: 9**

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (including all Schedules and Exhibits attached hereto, this "Agreement") is made and entered into as of August 13, 2010, by and among One Distribution SARL, a Luxembourg limited liability company [redacted] registered at 76, Avenue de la Liberté, L-1930 Luxembourg, under the number B 154.397 ("*Lux Buyer*"), One Distribution U.S., Inc., a Delaware corporation ("*US Buyer*" and, together with Lux Buyer, "*Buyer*")

[redacted]

[redacted] Strength Trading Limited, a BVI business company ("*Strength Trading*")

[redacted]

[redacted] the "*Seller Group*" or the "*Sellers*") [redacted]

[redacted]

RECITALS

WHEREAS, the Seller Group is engaged in the business of designing, manufacturing, marketing and selling apparel, footwear and accessories (collectively, the "*Business*");

WHEREAS, the Seller Group desires to sell and transfer to Buyer, and Buyer desires to purchase and acquire from the Seller Group, all or substantially all of the Seller Group's assets used in the conduct of the Business, upon and subject to the terms and conditions hereinafter set forth; and

WHEREAS, the respective Boards of Directors, managers, equity holders and/or members, as applicable, of each member of the Seller Group, have unanimously approved this Agreement and the transactions contemplated hereby in accordance with Applicable Law and the Constituent Documents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

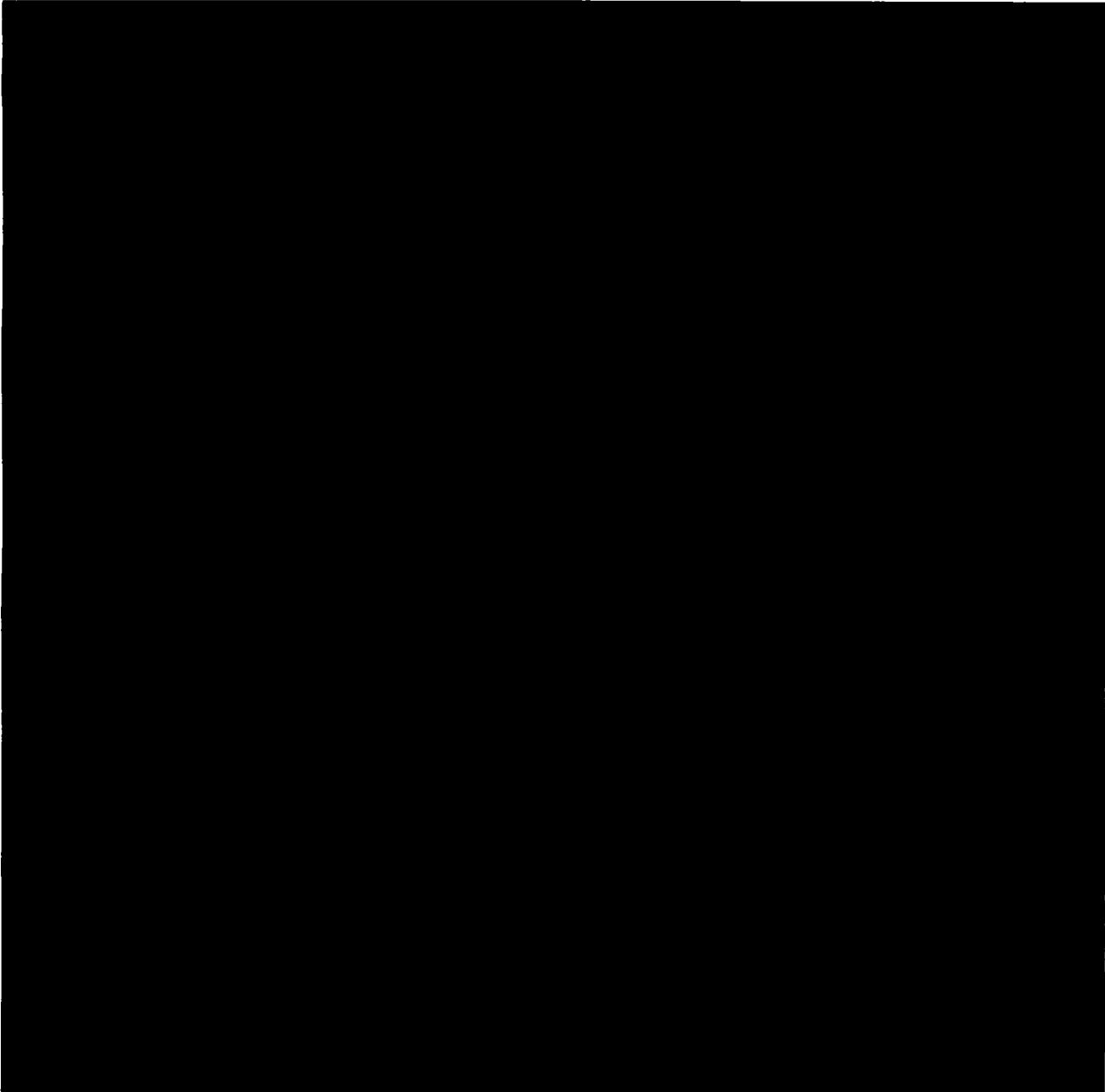
AGREEMENT

ARTICLE I  
DEFINITIONS

As used in this Agreement, the following defined terms shall have the meanings indicated below:

[redacted]

[redacted]




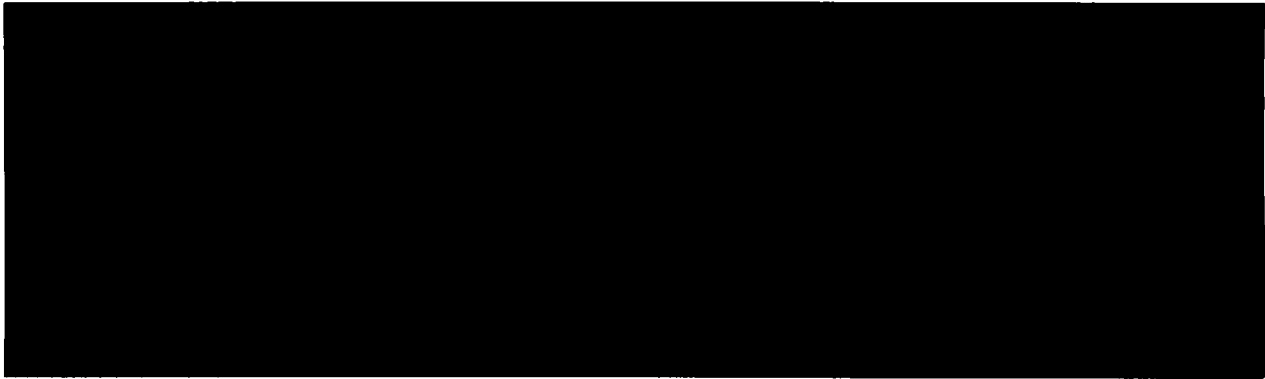
***"Seller Group IP"*** means all intellectual property and proprietary rights worldwide owned, used, possessed or licensed (whether as licensor or licensee) by each member of the Seller Group, including any and all foreign and domestic trade names, trademarks, service marks, logos, slogans, domain names, copyrights, moral rights, trade secret rights, rights in mask works, inventions, patents and all associated rights and all registrations, applications, renewals, extensions and continuations (in whole or in part) of any of the foregoing, together with all goodwill associated therewith and all rights and Claims for infringement, misappropriation, violation, misuse, dilution, unfair trade practice or otherwise associated therewith.



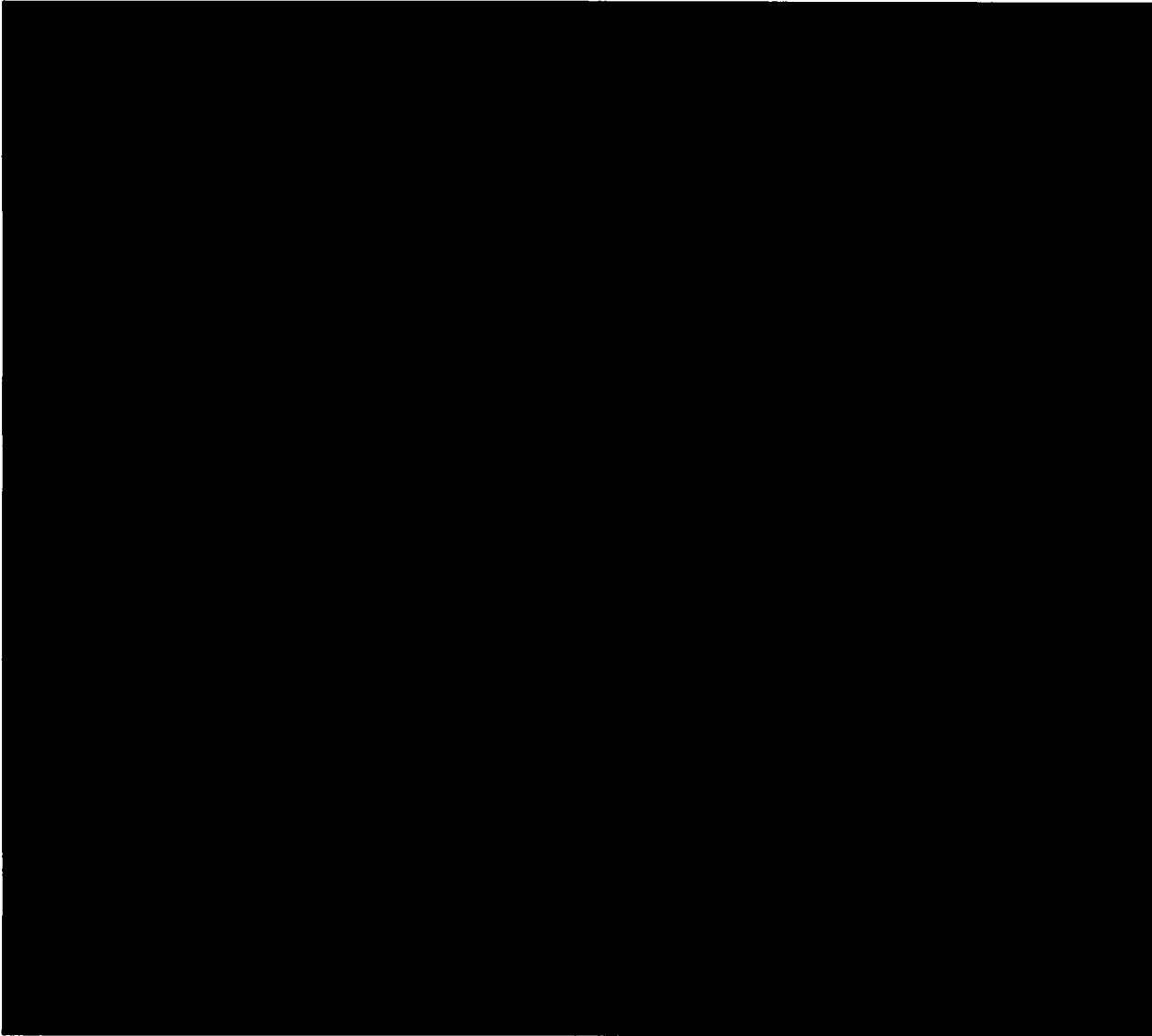
**2.1 Transfer of Assets**

Pursuant to the terms and conditions set forth in this Agreement and any agreement identified in Schedule 2.1(a) (the "*Local Agreements*"), the Seller Group hereby agrees to sell, assign, convey, grant, transfer, and deliver (or cause to be sold, assigned, conveyed, granted, transferred and delivered) to Buyer at the Closing, free and clear of all Encumbrances (other than Permitted Encumbrances), and Buyer hereby agrees to purchase and accept from the Seller Group at the Closing, (such transaction, the "*Transfer of Assets*"), all of the rights, title and interest of each member of the Seller Group in and to all of the Seller Group's assets, properties and rights of every type and description, whether tangible or intangible, real, personal or mixed, wherever located and whether or not reflected in the Books and Records of the Seller Group, other than the Excluded Assets (collectively, the "*Assets*"); and Schedule 2.1(b) lists the Assets to be sold, assigned, conveyed, granted, transferred and delivered to Lux Buyer, on the one hand, and US Buyer, on the other hand. The Assets include, without limitation, the following:





(f) all Seller Group IP, including the items listed on Schedule 2.1(f), together with all associated goodwill;



**Schedule 2.1(f)**

**List of Intellectual Property Included in Assets**

**Please refer to the items described on the disclosure schedules for Sections 3.13.1, 3.13.2, 3.13.3, and 3.13.7.**



**Section 3.13.1**

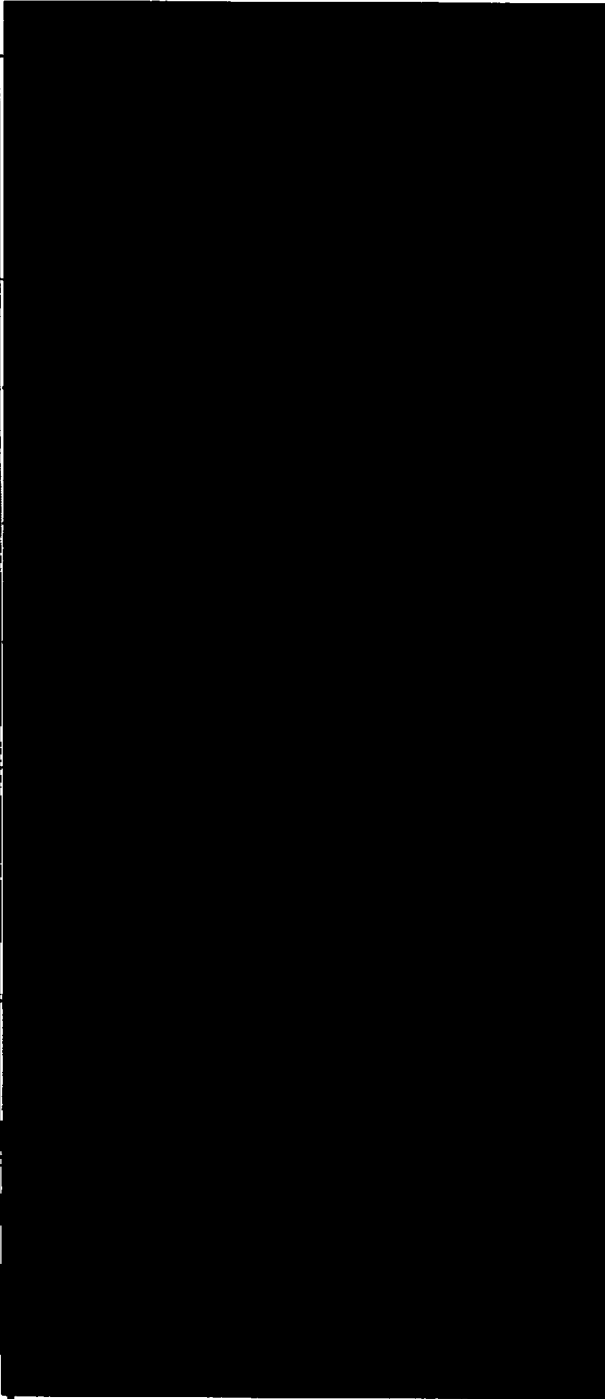
**Seller Group Intellectual Property**

**See attached disclosure with respect to Section 3.13.1.**



Strength Trading Limited

Trademark	Owner	Application Number	Application Filing Date	Registration Number	Registration Date	Country	Current Status	Classes of Goods/Services
	Strength Trading Limited	78/699,462	24-Aug-05	3,345,446	27-Nov-07	United States	Registered	025 - clothing, namely, t-shirts, shirts, sweatshirts, footwear, headgear, namely, hats, beanies
	Strength Trading Limited	78/699,470	24-Aug-05	3,559,015	6-Jan-09	United States	Registered	025 - footwear
<b>SUPRA</b>	Strength Trading Limited	77/480,307	21-May-08	3,803,766	15-Jun-10	United States	Allowed	025 - footwear
<b>SKYTOP</b>	Strength Trading Limited	77/950,993	4-Mar-10			United States	Pending	025 - Shoes, T-shirts
<b>SUPRA</b>	Strength Trading Limited	78/699,433	24-Aug-05			United States	Abandoned	025 - footwear
<b>SUPRA</b>	Strength Trading Limited					United States	Proposed	



IN WITNESS WHEREOF, the parties hereto have entered into and signed this Asset Purchase Agreement as of the date and year first above written.

**ONE DISTRIBUTION S.A.R.L.**

By: 

Name: Jeffrey Drazan

Title: Class A Manager

*[Signature Page to Asset Purchase Agreement]*

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Asset Purchase Agreement as of the date and year first above written.

**STRENGTH TRADING LIMITED**

By:   
Name: Scott Bailey  
Title: Authorized Representative

*(Signature Page to Asset Purchase Agreement)*