

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TSR Sports Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 7, 2007

- Assignment
- Security Agreement
- Other Termination of License Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Pro Kennex International Company, Ltd.

Internal Address: _____

Address: Room D, 10th Floor

Street Address: No. 388-9, Beiuten Road, Beiuten Chiu

City: Taichung

State: _____

Country: TW Zip: 406

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other COMPANY Citizenship TW

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mark J Marcelli

Internal Address: _____

Street Address: 101 West Broadway, Suite 900

City: SAN DIEGO

State: CA Zip: 92101

Phone Number: 619-744-2243

Fax Number: 619-744-2201

Email Address: mjmarcelli@duanemorris.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$390.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 04-1679

Authorized User Name Duane Morris LLP

9. Signature: Mark Marcelli Signature

22 MAY 2011 Date

Mark J. Marcelli

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

1739971

CH \$390.00 041679 1575258

Attachment to Recordation Form Cover Sheet

Registration No. 1575258
Registration No. 1454363
Registration No. 1332346
Registration No. 1160176
Registration No. 1716006
Registration No. 1332347
Registration No. 1314738
Registration No. 1282367
Registration No. 1433959
Registration No. 1433892
Registration No. 1381580
Registration No. 1816948
Registration No. 1886608
Registration No. 1897985
Registration No. 1465470

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is entered into as of July 1, 2003, (the "Effective Date"), by and between Hsu Tze-Tse, Hsiung Tze-Bin, and Hu Hsiang-Ning, court-appointed legal representatives and liquidators of Kunnan Enterprises, Ltd., a Taiwan corporation, on the one hand, ("LICENSOR"), and World Pro Kennex, Inc., or its assignee ("LICENSEE") (hereinafter collectively the "Parties").

WHEREAS, LICENSOR and LICENSEE were involved in a lawsuit generally known as KEL v. WPKL et. al., San Diego Federal District Court Case No. 01 CV01084 H(POR)(the "Lawsuit"). The Lawsuit concerned LICENSOR's and LICENSEE's claimed ownership and rights to use certain trademarks and trade names generally known as PRO KENNEX, including but not limited to the marks and United States trademark registrations identified on Attachment "B" hereto (the "Licensed Marks"). The Lawsuit has been resolved pursuant to a Release and Settlement Agreement dated as of July 1, 2003, whereby LICENSEE agreed and has transferred to LICENSOR all of its rights, title and interest, if any, in and to U.S. Registration Nos. 1575258, 1454363, 1332346, and 1160176, and the marks the subject of said registrations; and

WHEREAS, as a mutual pre-condition to resolution of the Lawsuit and encompassing legal dispute, LICENSOR has agreed to enter into this Agreement with LICENSEE, or its assignee, pursuant to which LICENSEE shall be and hereby is granted the exclusive right to use the Licensed Marks in connection with the Licensed Products (as defined herein) throughout the United States and its territories;

WHEREAS, LICENSEE's secured creditor, T.S.R. Sports Technologies, Inc. (the "Secured Creditor"), claims a properly perfected, first-in-priority security interest in LICENSEE's claimed ownership of certain trademarks included in the Licensed Marks, and hereby consents to title to be held in such Licensed Marks in favor of LICENSOR, provided that the Parties hereto consent to and otherwise acknowledge that the Secured Creditor has a first-in-priority security interest in and to LICENSEE's interest in this Agreement, and specifically consent to assignment of same to the Secured Creditor as set forth hereunder;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant. To the extent LICENSOR has any rights in the Licensed Marks arising pursuant to the Release and Settlement Agreement dated as of July 1, 2003, LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts, upon the terms and conditions of this Agreement, the exclusive license and exclusive right to use the Licensed Marks in the Territory. LICENSEE will use the Licensed Marks only on and in connection with all activities relating to the production, distribution, sale, packaging, marketing, and licensing of the goods identified in Attachment "A" attached hereto, as well as the goods identified in the registrations set forth in Attachment "B" attached hereto (the "Licensed Products"). As used herein, "Territory" shall mean the United States of America and its territories.

2. Term. The initial term of this license shall be five (5) years commencing on the Effective Date ("Initial Term"). LICENSEE shall have the exclusive option to extend the term

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of this Agreement for additional five (5) year periods (each such five (5) year period being an "Extended Term"), which shall be exercisable by LICENSEE by its notifying LICENSOR in writing no later than 30 days prior to the expiration of the Initial Term or Extended Term of LICENSEE's exercise of this option.

3. Royalty. Royalties shall be paid as follows:

3.1 Commitment to Pay Royalties. LICENSEE shall pay to LICENSOR or its successors-in-interest royalties in U.S. Dollars to accounts designated by LICENSOR in accordance with the provisions set forth in this Section 3.

3.2 Royalty Rate and Payment Requirements. For the last three years of the Initial Term hereof, and for the entirety of any Extended Term thereafter, LICENSEE shall pay to LICENSOR a "Royalty Payment" of five percent (5%) of LICENSEE's Net Proceeds from sales or transfers of the Licensed Products. "Net Proceeds" as used herein means the actual invoice price FOB minus either (a) actual returns including returns for defective or damaged goods or (b) any negotiated warranty fee associated with defective or damaged goods. The Royalty Payment shall be due and payable thirty (30) days following the end of each LICENSEE fiscal quarterly period during the applicable Initial Term and Extended Term. LICENSEE shall not establish any reserves for returns, but may deduct any credits for actual returns for defective or damaged goods (but not warranty claims) from future Royalty Payments due and payable to LICENSOR hereunder. All Licensed Products are considered "sold" as of the date on which such Licensed Products are paid for. To the extent the LICENSOR, or its successor or affiliates, enters into a sourcing contract with LICENSEE, as is currently contemplated by the Parties, LICENSEE hereby consents to the inclusion of a royalty as part of the FOB price, in the amount of five percent (5%) of the actual invoice price FOB, which when paid would satisfy the royalty provisions hereof.

3.3 Minimum Royalty Payments Due Hereunder. Notwithstanding anything in the foregoing to the contrary, the Parties hereby agree to the following schedule of Minimum Royalty Payments, which shall be due as set forth herein:

a.	On or before December 31, 2004:	\$50,000.00
b.	On or before December 31, 2005:	\$150,000.00
c.	On or before December 31, 2006:	\$250,000.00
d.	On or before December 31, 2007:	\$300,000.00
e.	On or before December 31, 2008:	\$350,000.00

In the event that, after LICENSEE's payment of the Royalty Payments set forth in Section 3.2 above, there is any balance owing toward the annual Minimum Royalty Payments set forth in this section, that balance shall be due and payable on the first (1st) day of February of the following year (i.e. any balance owing as of December 31, 2004 shall be due and payable on or before February 1, 2005).

3.4 Periodic Reports on License Fees. On or before the thirtieth (30th) day of each LICENSEE fiscal quarterly period, LICENSEE shall furnish to LICENSOR a report, whether or not any Royalty Payments may then be due, of the aggregate Net Proceeds resulting from sales or transfers of Licensed Products during the immediately preceding LICENSEE's fiscal quarterly period. In addition, within ninety (90) days after the end of the LICENSEE's fiscal year, LICENSEE shall furnish to LICENSOR a report of the aggregate Net Proceeds resulting from sales or transfers of Licensed Products for the immediately preceding fiscal year. In each case, such report shall indicate the Royalty Payment, if any, payable with respect to such Net Proceeds.

Upon reasonable notice to LICENSEE, LICENSOR may conduct its own inspection of, or may retain its own independent public accountant to audit, LICENSEE's books and records relative to the sale and transfer of Licensed Products for the immediately preceding fiscal year. In the event that the inspection or audit by LICENSOR results in a determination that an additional Royalty Payment (the "Additional Royalty Payment") was payable with respect to Net Proceeds during such fiscal year, then such Additional Royalty Payment shall thereupon be due and payable, plus interest thereon. In the event that such inspection or audit results in a determination that the Royalty Payments paid by LICENSEE with respect to such fiscal year exceed the amount of Royalty Payments due during such fiscal year, then such excess (plus interest thereon) shall constitute a credit against the next Royalty Payment to be made by LICENSEE (unless no further Royalty Payments are thereafter payable by LICENSEE, in which case LICENSOR shall promptly pay the amount of such excess (plus interest thereon) directly to LICENSEE). In the event that such inspection or audit uncovers a discrepancy that results in an underpayment in any quarter of more than ten percent (10%), then, in addition to all other remedies available to LICENSOR, LICENSEE shall be responsible for, and shall immediately pay, LICENSOR for the actual cost of such inspection or audit.

3.5 Transfer of Title to LICENSEE. Notwithstanding anything herein to the contrary, if at any time the total Royalty Payments paid by LICENSEE hereunder is equal to the amount of one million one hundred thousand dollars (\$1,100,000.00) (U.S.), then thereafter, without further notice and by operation of law, all of LICENSOR's right, title and interest in and to the Licensed Marks, and the goodwill associated therewith, shall be assigned to LICENSEE, or its assignee, and said Licensed Marks and the goodwill associated therewith shall thereafter become the exclusive property of LICENSEE, and LICENSOR concedes LICENSEE's exclusive right to use the Licensed Marks. LICENSOR shall execute the Standard Form Trademark Assignment and Bill of Sale attached hereto as Attachment "C" in favor of LICENSEE, transferring ownership of the Licensed Marks and the goodwill associated therewith, and deposit same with a mutually acceptable escrow agent, to be held pending LICENSEE'S payment hereunder, and to be delivered to LICENSEE once the Royalty Payments to LICENSOR equal the amount of \$1,100,000.00 (U.S.). LICENSOR's obligations set forth in this Section 3.5 to transfer its right, title and interest in and to the

Licensed Marks and the goodwill associated therewith to LICENSEE is conditioned upon LICENSEE'S timely payment of Royalty Payments as set forth herein.

4. Security Interest. LICENSOR hereby grants to LICENSEE, as security for LICENSOR'S performance of its obligations hereunder, a security interest in and to (a) all of the Licensed Marks and (b) any such Royalty Payments due hereunder, subject and junior to the prior perfected security interests of record as of the Effective Date hereof.

5. Sublicenses. Subject to LICENSOR'S prior written approval, which written approval shall not be unreasonably withheld, LICENSEE shall have the right to grant sublicenses to other users (the "Sublicensees") of any or all rights granted herein by LICENSOR to LICENSEE. Each sublicense will contain provisions, acceptable to LICENSOR, (a) providing that the sublicense will be deemed automatically assigned by LICENSEE to LICENSOR upon the termination of this Agreement, (b) requiring the Sublicensee to comply with the applicable terms and conditions of this Agreement and to maintain the quality standards prescribed by LICENSOR, (c) giving LICENSOR the right to determine directly whether or not such quality standards are being maintained, and (d) giving LICENSOR the right to enforce or terminate the terms and conditions of the sublicense as a party to the sublicense or as a third party beneficiary. LICENSEE, acting as LICENSOR'S agent for this sole purpose, will take appropriate steps to exercise quality control over the goods on or in connection with which the Licensed Marks are used by Sublicensees in order to ensure that the quality standards required by this Agreement are being maintained. LICENSOR'S direct exercise of quality control over any Sublicensee will not relieve LICENSEE of its obligation to do so unless LICENSOR agrees otherwise in writing.

6. Quality Standards. LICENSEE will cause such quality standards to be maintained as may be prescribed from time to time by LICENSOR, but in no event less than the product standards currently in place in LICENSEE'S current product line. All Licensed Products offered and sold hereunder by LICENSEE or Sublicensee shall be in strict conformity with all applicable laws and regulations. LICENSEE, under this Agreement, shall employ and use, at its sole discretion, any manufacturing facility to manufacture and produce the Licensed Products, so long as LICENSEE oversees the quality of the manufacturer's services in manufacturing and producing the Licensed Products.

7. Markings. LICENSEE will cause the Licensed Marks to be displayed only in such form or manner as may be specifically approved by LICENSOR. LICENSEE also will cause to appear on all materials on or in connection with which the Licensed Marks are used, such reasonable legends, markings and notices as LICENSOR may reasonably request in order to give appropriate notice of any trademark, trade name or other rights.

8. Quality Inspection. LICENSOR shall have the right (a) to inspect LICENSEE'S and Sublicensee's products offered under the Licensed Marks; and (b) to inspect the premises where the Licensed Products are offered in order to assure LICENSOR that the quality of the Licensed Products meet the minimum quality standards set forth herein. LICENSEE agrees to use reasonable efforts to cooperate with LICENSOR during any inspection. LICENSEE further agrees to obtain the consent from the Sublicensees of LICENSOR'S right to inspect the Licensed Products and the premises where the Licensed Products are being offered by including LICENSOR'S inspection right in an agreement between LICENSEE and the Sublicensee.

9. Representations or Warranties. LICENSOR hereby represents and warrants that:

9.1 Ownership and Right to License. To the best of LICENSOR's knowledge, information and belief, LICENSOR owns all rights with respect to the Licensed Marks and has the full right to grant to LICENSEE the license rights set forth herein.

9.2 No LICENSOR Use of Mark. During the Initial Term of this Agreement, and any Extended Term, LICENSOR expressly agrees not to use or license others to use the Licensed Marks in the Territory, except for such use by LICENSOR as may be required in connection with the LICENSOR's obligations pursuant to this Agreement. Because it is anticipated that violation of this section of the Agreement by LICENSOR would cause irreparable injury to LICENSEE, and because LICENSEE's damages in such event would be potentially incapable of simple calculation, the Parties hereto agree that LICENSEE shall be entitled to injunctive or other provisional relief as is just and proper in the event of LICENSOR's breach of this Section 9.2.

10. Ownership.

10.1 Unless otherwise set forth herein, all use by LICENSEE and each Sublicensee of the Licensed Marks will inure to LICENSOR's benefit. All rights in the Licensed Marks other than those specifically granted herein are reserved by LICENSOR for its own use and benefit.

10.2 Subject to Section 3.5, upon the termination of this Agreement for any reason whatsoever, all rights in the Licensed Marks will automatically transfer to LICENSOR.

11. Infringements. If LICENSEE learns of any use by any person of a trademark or trade name similar to the Licensed Marks, LICENSEE immediately shall notify LICENSOR in writing of such use, and LICENSOR may elect, in its discretion, to (a) take such action, at its sole expense, in its own name or in the name of LICENSEE or join the LICENSEE as a party, as it in its sole discretion deems required, and to retain all amounts awarded as damages, profits or otherwise in connection with such actions, or (b) grant LICENSEE the right to take such action, at LICENSEE's own expense, and by attorneys of LICENSEE's choice, as LICENSEE in its sole discretion may deem advisable, including the right to sue for infringement. Any such action taken by LICENSEE may be taken in the name of LICENSOR, LICENSEE or any Sublicensee, or any combination thereof, as LICENSEE deems appropriate. The monetary proceeds from any such action, claim or settlement arising from any such action, will belong exclusively to LICENSEE. It shall be the obligation of LICENSOR, at LICENSOR's expense, to maintain the validity and enforceability (as set forth in this paragraph 10) of the Licensed Marks (or, in the event that any registration has expired as of the effective date hereof, to so notify LICENSEE within sixty (60) days of execution hereof of such event), unless and until ownership of the Licensed Marks is transferred to LICENSEE pursuant to Section 3.5 of this Agreement.

12. Termination.

12.1 This Agreement will commence as of its date and will remain in effect until terminated as provided herein.

12.2 If LICENSEE or any Sublicensee violates or fails to perform any of its obligations hereunder, including but not limited to its Royalty Payment obligations hereunder, LICENSOR will have the right to give written notice of the default to LICENSEE and that Sublicensee, and LICENSOR will have the right to terminate this Agreement or the sublicense, or both, by giving LICENSEE and the Sublicensee written notice of termination at any time commencing thirty (30) days after the giving of the notice of default, unless LICENSEE or that Sublicensee has completely remedied the default before the giving of the notice of termination.

13. Non-assignability. Except for the sublicensing permitted under this Agreement, neither this Agreement nor any of the rights or obligations of LICENSEE hereunder may be assigned or delegated by LICENSEE to any person, firm or corporation, by operation of law or otherwise without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, LICENSOR hereby consents to the assignment of this Agreement by LICENSEE, and LICENSEE hereby grants and assigns its rights hereunder, to the Secured Creditor. LICENSOR further consents to said first-in-priority security interest in favor of the Secured Creditor or its assignee, as set forth herein. Moreover, LICENSEE hereby consents to LICENSOR's assignment of this Agreement to, and the assumption of LICENSOR's obligations hereunder by, Crown International, Ltd., a Taiwan corporation.

14. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given, or on the fifth (5th) business day after mailing if mailed to the party to whom notice is given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

a. If to LICENSOR:

Hu Hsiang-Ning aka Stan Hu
10-3, No. 666, Section 2 WU-CHUAN West Road
Taichung, Taiwan
Telephone: 011886436009906
Facsimile: 011886436006500

With a copy to:

Anthony J. Dain, Esq.
Procopio, Cory, Hargreaves & Savitch LLP
530 B Street, 21st Floor
San Diego, CA 92101
Telephone: 619.538.1900
Facsimile: 619.235.0398

b. If to LICENSEE:

World Pro Kennex, Inc.
ATTN: Kevin Gilbert
7040 Avenida Encinas, Suite 284
Carlsbad, CA 92009
Telephone: 800.854.1908
Facsimile: 760.431.9949

With a copy to:

Christopher Celentino, Esq.
Duane Morris LLP
101 West Broadway, Suite 900
San Diego, CA 92101
Telephone: 619.744.2200
Facsimile: 619.744.2201

and

Scott W. Sonne, Esq.
Luce, Forward, Hamilton & Scripps LLP
600 West Broadway, Suite 2600
San Diego, CA 92101
Telephone: 619.236.1414
Facsimile: 619.232.8311

and

T.S.R. Sports Technologies, Inc.

c/o W. Michael Young, Esquire
Law Offices of Gordon L. Gerson
9255 Towne Centre Drive, Suite 300
San Diego, CA 92121-3036
Telephone: 858.452.5400
Facsimile: 858.452.5410

Either party may change the address to which notices to such party are to be addressed by giving the other party hereto written notice of such change in the manner herein set forth.

15. Nondisclosure Of Financial Information. Except as provided in this Section, LICENSOR agrees that, during the Initial Term of this Agreement and any Extended Term, and for an additional period of ten (10) years after termination of this Agreement (or for such lesser period during which such information remains competitively sensitive), LICENSOR shall not disclose to any person or entity, other than LICENSOR's regularly engaged attorneys and accountants, information consisting of the Royalty Payments relating to the Licensed Products; provided, however, that the restrictions of this Section shall not apply (a) in the event of a

termination of this Agreement pursuant to Section 13 hereof, or (b) to any disclosures required by law or by order of competent courts or governmental agencies after prior notice by LICENSOR to LICENSEE advising of such orders and affording LICENSEE the right to object thereto.

16. General

16.1 This Agreement may not be changed or terminated orally, and any attempt to do so shall be void; this Agreement may only be modified in writing, signed by both Parties, and their authorized assignee.

16.2 The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be construed a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers must be in writing.

16.3 If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement will remain in effect, and if any provision is inapplicable to any circumstance, it will nevertheless remain applicable to all other circumstances.

16.4 Neither party will be considered as, or hold itself out to be, an agent of the other party except for LICENSEE's actions as LICENSOR's quality control agent and neither party may act for or bind the other party in any dealings with a third party.

16.5 The headings in this Agreement are solely for convenience of reference and will not affect its interpretation.

16.6 This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of California.

16.7 This Agreement and its Attachments, together with the Release and Settlement Agreement dated as of July 1, 2003, represents the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject matter hereof.

16.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.

16.9 Arbitration. In the event of any dispute concerning or arising out of this Agreement, such dispute shall be submitted by the Parties to arbitration. Arbitration proceedings may be commenced by either party giving the other party written notice thereof and proceeding thereafter in accordance with the rules and procedures of the American Arbitration Association. Any such arbitration shall take place before a single arbitrator only in San Diego, California. Any such arbitration shall be governed by and subject to the applicable laws of the State of California (including the discovery provisions of the California Civil Code and

the California Code of Civil Procedure, including specifically Section 1283.05 of the California Code of Civil Procedure), and the then prevailing rules of the American Arbitration Association. The arbitrator's award in any such arbitration shall be final and binding, and a judgment upon such award may be enforced by any court of competent jurisdiction.

16.10 Attorneys' Fees. If either party hereto commences an arbitration or other action against the other party to enforce any of the terms hereof or because of the breach by such other party of any of the terms hereof, the prevailing party shall be entitled, in addition to any other relief granted, to all actual out-of-pocket costs and expenses incurred by such prevailing party in connection with such action, including, without limitation, all reasonable attorneys' fees, and a right to such costs and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

16.11 No Third-Party Benefits. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third-party beneficiary.

16.12 No Public Announcement. Except as otherwise required by law, neither party to this Agreement shall make or cause to be made any public announcement or press release with respect to the terms of this Agreement or the transactions contemplated hereby without the prior written approval of the other party hereto, which consent shall not be unreasonably withheld or delayed.

16.13 Authority. Each of the persons executing this Agreement represents and warrants that it is authorized to execute this Agreement and the entity on whose behalf they are signing is bound by the terms hereof.

16.14 Expenses. Except as otherwise provided for herein, each party hereto shall be responsible for its own expenses accrued in connection with the negotiation, execution and consummation of the transactions contemplated by this Agreement, including fees of his or its respective attorneys, accountants or consultants.

16.15 Good Faith. All parties hereto agree to carry out the terms of this Agreement and to act in good faith with respect to the terms and conditions contained herein before and after the execution hereof.

16.16 Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

16.17 Survival of Rights. Those obligations set forth herein which remain executory after expiration of the Initial Term of this Agreement, and any Extended Term, shall remain in full force and effect until discharged by full performance and all rights pertaining thereto shall remain in full force and effect.

LICENSOR:

Liquidators of Kunnan Enterprises, Ltd.

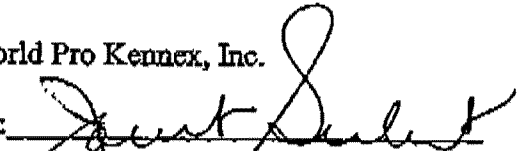
By: _____
Hsu Tze-Tse

By: _____
Hsiung Tze-Bin

By: _____
Hu Hsiang-Ning

LICENSEE:

World Pro Kennex, Inc.

By: 

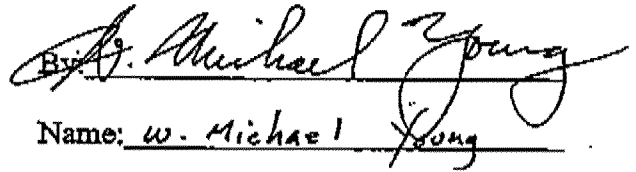
Name: Janet Gilbert

Title: Vice President

Consent:

Secured Creditor

T.S.R. Sports Technologies, Inc.

By: 

Name: W. Michael Young

Title: Attorney and authorized agent
for TSR Sports Technologies, Inc.

**Attachment A to Trademark License Agreement
Licensed Products and any Related or Similar Services**

All racquet sports, hockey, baseball, golf, winter sports (such as skis, snow boards, poles, etc.), field hockey, Lacrosse and related equipment; all accessories, bags and clothing and protective equipment associated therewith; leisure equipment (such as sports watches, beach products and water sports equipment); and fishing rods, motor cycles, mopeds and bicycles, all footwear apparel.

Attachment B

The Licensed Marks

PRO KENNEX and Design of Sail	Registration No. 1575258	Sporting articles, namely tennis rackets, squash rackets, racketball rackets, badminton rackets, fishing rods, baseball bats, golf clubs and ski.	Class 28
Design of Sail	Registration No. 1454363	Sportswears, namely, sports jackets, hair bands, wrist bands, socks, hats, suits, sweaters, shirts, t-shirts, polo shirts, shorts, skirts, pullovers, vests, undershirts and trousers	Class 25
PRO KENNEX (Stylized)	Registration No. 1332346	Tennis rackets, squash rackets, racketball rackets, badminton rackets, and fishing rods	Class 28
PRO KENNEX (Word Mark)	Registration No. 1160176	Tennis rackets, badminton rackets and table tennis rackets	Class 28
Design of Sail	Registration No. 1716006	Gymnastic and sporting articles; namely, tennis rackets, racketball rackets, squash rackets, badminton rackets, fishing rods, baseball bats, golf clubs, snow skis, tennis balls, racketballs, squash balls, shuttlecocks, baseballs, golf balls and golf bags	Class 28
PRO KENNEX (Stylized)	Registration No. 1332347	Tennis rackets, squash rackets, racketball rackets, badminton rackets, and fishing rods	Class 28
PRO-KENNEX (Stylized)	Registration No. 1314738	Sportswear-namely, shirts, pants, jackets and swimsuits	Class 25

KENNEX and Design of Sail	Registration No. 1282367	Motorcycles, mopeds and bicycles	Class 12
KENNEX and Design of Sail	Registration No. 1433959	Sportswear-namely, shirts, pants, jackets and swimsuits	Class 25
PRO KENNEX and Design of Sail	Registration No. 1433892	Handbags, traveling bags and trunks; Footwear for sports-namely, tennis shoes, badminton shoes and jogging shoes	Class 18 Class 25
PRO KENNEX and Design of Sail	Registration No. 1381580	Automatic stringer for rackets	Class 28
PRO KENNEX and Design of Sail	Registration No. 1816948	Clothing and sports wear, namely, sports jackets, T-shirts, lounge wear, socks, hats, gloves (clothing), shoes, sports shoes, tennis shoes, lounge shoes, badminton shoes, jogging shoes, climbing shoes and basketball shoes	Class 25
PRO KENNEX and Design of Sail	Registration No. 1886608	Watches, watch straps, watch chains, clocks	Class 14
PRO KENNEX and Design of Sail	Registration No. 1897985	Sun-glasses, spectacles	Class 9
Design of Sail (claiming color as part of the mark)	Registration No. 1465470	Handbags, and traveling bags	Class 18

PRO KENNEX

KENNEX

DESIGN OF SAIL

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Attachment C

Standard Form Trademark Assignment and Bill of Sale

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