

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):

Kunnan Enterprises, Ltd.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Pro Kennex International Company, Ltd.

Internal

Address: Room D, 10th Floor

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

City: Taichung

State:

Country: TW Zip: 406 ROC

- 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)

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

Execution Date(s) October 1, 2003

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

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 J. Marcelli
Signature

22 MARCH 2011
Date

Mark J. Marcelli

Name of Person Signing

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

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

1740006

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 PURCHASE AND LICENSE ASSUMPTION AGREEMENT

This Trademark Purchase and License Assumption Agreement ("Agreement") is dated as of [REDACTED] and is entered into between Hsu Tze-Tse, Hsiung Tze-Hin, and Hu Hsiang-Ning, individually and in their capacity as the legal representatives and liquidators of the estate of Kunnan Enterprises, Ltd., a Taiwan corporation (collectively, "KEL Liquidators"), on the one hand, and Pro Kennex International Co. (Ltd.), a Taiwanese company (hereinafter, "PKICL"), on the other hand (collectively, the KEL Liquidators and PKICL are referred to herein as the "PARTIES"), with reference to the following facts:

RECITALS

- A. Whereas, on or about June 15, 2001, KEL Liquidators, as Plaintiffs, filed an action styled Hsu Tze-Tse et al. v. Pro Kennex, Inc., et al. United States District Court, Southern District of California, Case No. 01-CV 01084 (H)(POR). The Complaint, asserts, *inter alia*, that the KEL Liquidators are the bona fide title holders and owners of the "PRO KENNEX" trademarks, trade names, and associated trademark registrations, and names World Pro Kennex, Inc. ("WPKI"), Janet L. Gilbert ("JGilbert"), and Kevin Gilbert ("KGilbert") (collectively, the "Settling Defendants"), among others, as defendants therein (hereinafter, the "Dispute"); and
- B. Whereas, on or about June 26, 2002, the KEL Liquidators sold and otherwise transferred title to certain "PRO KENNEX" trademarks, trade names, and associated trademark registrations, with the exception of the "PRO KENNEX" trademark evidenced in U.S. Registration number 1160176, to PKICL; and
- C. Whereas, the Settling Defendants contend WPKI is the registered owner of certain "PRO KENNEX" trademarks, trade names, and associated trademark registrations, including the "PRO KENNEX" trademark evidenced in U.S. Registration number 1160176; and
- D. Whereas, the Settling Defendants also assert that, in the event it is not the title owner, WPKI is a valid and authorized licensee of certain "PRO KENNEX" trademarks, trade names, and associated trademark registrations, including the "PRO KENNEX" trademark evidenced in U.S. Registration number 1160176; and
- E. Whereas, the KEL Liquidators, and the Settling Defendants, engaged in hotly contested litigation and discovery, including the filing of several motions to dismiss, all as more fully set forth in the docket in the case; and
- F. Whereas, the KEL Liquidators and the Settling Defendants recently entered into that certain Settlement Agreement, attached hereto as Exhibit A, wherein the KEL Liquidators and the Settling Defendants agree on a resolution of the Dispute, as it concerns them; and
- G. Whereas, pursuant to the terms of the Settlement Agreement, the Settling Defendants shall assign to the KEL Liquidators all rights, title, and interests in and to certain "PRO KENNEX" trademarks, trade names, and associated trademark registrations, including the "PRO KENNEX" trademark evidenced in U.S. Registration number 1160176; and

H. Whereas, in accordance with the terms of the Settlement Agreement, the Settling Defendants - specifically, WPKI - and the KEL Liquidators recently entered into that certain Trademark License Agreement, attached hereto as Exhibit 5 (the "License Agreement"), in which - following assignment from the Settling Defendants - the KEL Liquidators grant the Settling Defendants' certain exclusive rights and licenses to various "PRO KENNEX" trademarks, including the "PRO KENNEX" trademark evidenced in U.S. Registration number 1160176; and

WPKI

I. Whereas, although the KEL Liquidators entered into the License Agreement with WPKI, the License Agreement, and its terms, are the direct result of extensive negotiations between PKICL and WPKI, and PKICL agrees and acknowledges the terms of the License Agreement are acceptable for PKICL's business purposes; and

J. Whereas, as part of the KEL Liquidators' continued efforts to settle the Dispute, in full, and so as to accommodate the business interests of PKICL and the WPKI, the KEL Liquidators desire to assign to PKICL all rights, title, and interests the KEL Liquidators may have in and various "PRO KENNEX" trademarks, trade names, and corresponding trademark registrations, including the "PRO KENNEX" trademark shown in U.S. Registration number 1160176; and

K. Whereas, in furtherance of its business interests, PKICL desires to acquire all rights, title, and interests the KEL Liquidators may have in and to various "PRO KENNEX" trademarks, trade names, and corresponding trademark registrations, including the "PRO KENNEX" trademark evidenced in U.S. Registration number 1160176. PKICL further requests that the KEL Liquidators dismiss Defendant Yao Kwang-Ming, a/k/a Jeff Yao ("Yao"), from the Dispute, without prejudice; and

L. Whereas, PKICL also desires to assume the rights and obligations of the KEL Liquidators under the Trademark License Agreement; and

M. Notwithstanding the claims made, in an effort to resolve the any differences which may exist between them, the PARTIES hereto, pursuant to exercise of their best business judgment, and as a means of fully and finally resolving any differences or disputes between them, hereby enter into this Trademark Purchase and License Assumption Agreement, as follows:

AGREEMENT

On the terms and subject to the conditions of this Trademark Purchase and License Assumption Agreement, the PARTIES hereto hereby agree as follows:

1. **Recitals.** The PARTIES acknowledge the provisions of the above-referenced recitals, and incorporate such recitals herein by reference.

2. **Assignment of Trademarks.** Subject to the terms and conditions set forth in this Agreement, the KEL Liquidators hereby assign and transfer to PKICL all rights, title and interests the KEL Liquidators may have in and to any and all "PRO KENNEX" trademarks, trade

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TRADEMARK

names, and associated trademark registrations, as well as the rights and obligations under the License Agreement, and PKICL hereby purchases and accepts from the KEL Liquidators such rights, title, and interests the KEL Liquidators may have in and to any and all "PRO KENNEX" trademarks, trade names, and associated trademark registrations, as well as the rights and obligations under the License Agreement (the "Purchase"). This Purchase under this Paragraph Two (2) shall include the "PRO KENNEX" trademark, and corresponding trademark registration, evidenced in U.S. registration number 1160176, as well as other U.S. trademark registrations for which WPKI shall be obligated to transfer to the KEL Liquidators pursuant to the Settlement Agreement.

Telephone: 619-338-1900
Facsimile: 619-295-0398

IF to PKICL:

~~PRO KENNEX INT. CO. LTD.~~
~~Room D 1051~~
~~No. 588-3 Robinson Rd.~~
~~Singapore China~~
TAICHUNG CITY
TAIWAN

with a copy to:

R.O.C.

Telephone: _____
Facsimile: _____

26. Time of the Essence. Time is of the essence of this Agreement and all of its provisions.

27. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective PARTIES hereto.

IT IS SO AGREED.

Dated: _____

By: Hsu Tze-Tse
Hsu Tze-Tse,

By: Hsiung Tze Bin
Hsiung Tze-Bin and

By: Hu Hsiang-Ning
Hu Hsiang-Ning, individually, and as
Court-appointed representatives and
Liquidators of Kennex Enterprises, Ltd.

Robin Sussman, director
for Pro Kennex International Co., Ltd.

Dated: 10th October 2003

100454 000001A 24736.02

92/11/27 rec'd

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. WPKI 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

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.

LICENSOR:

Liquidators of Kunnan Enterprises, Ltd.

By: Jye-Jye Lee
Hsu Tze-Tso

By: Heung Tze Bin
Heung Tze Bin

By: Ita Heung-Ning
Ita Heung-Ning

LICENSEE:

World Pro Kennex, Inc.

By: _____

Name: _____

Title: _____

Consent:

Secured Creditor

T.S.R. Sports Technologies, Inc.

By: _____

Name: _____

Title: _____

07/01/07

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Handwritten initials

Nov 27 03 11:24 No.002 P.01

TEL: 886-4-3208411

TRADEMARK

REEL: 004505 FRAME: 0091

LICENSOR:

Liquidators of Kunnan Enterprises, Ltd.

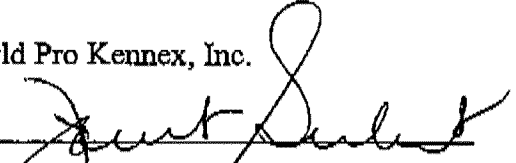
By: _____
Hsu Tze-Tse

By: _____
Hsiung Tze-Bin

By: _____
Hu Hsiang-Ning

LICENSEE:

World Pro Kennex, Inc.

By: 

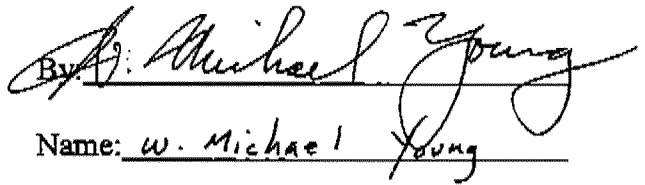
Name: Janet Gilbert

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 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