

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMS Technology (Cheng Du, Ltd.		09/19/2012	CORPORATION: CHINA
RECEIVING PARTY DATA			
Name:	Hobbico, Inc.		
Street Address:	2904 Research Road		
City:	Champaign		
State/Country:	ILLINOIS		
Postal Code:	61822		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3039918	GMS	
CORRESPONDENCE DATA			
Fax Number:	3125693459		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 569 1459		
Email:	nancy.martinez-curtin@dbr.com		
Correspondent Name:	Melissa S. Dillenbeck		
Address Line 1:	191 North Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	HOB048USA		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		
Signature:	/melissasdillenbeck-nmc/		

Date:

08/12/2013

Total Attachments: 4

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TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Termination Agreement") dated as of Sept. 14, 2012 ("Effective Date"), is made by and between Hobbico, Inc., an Illinois corporation located at 2904 Research Road, Champaign, Illinois 61822, USA (hereinafter referred to as "Hobbico"), GMS Technology, Ltd., a corporation located at Rm. 808, 8/F Dannies House, 20 Luard Road, Wanchai, Hong Kong, GMS Technology (Cheng Du), Ltd., a Chinese Corporation located at 2-3-4 Zu, Yongquan-Hongguang Cun Village, Wenjiang County in Chendgu, Sichuan Province, China (GMS Technology, Ltd. and GMS Technology (Cheng Du), Ltd., collectively, "GMS"), and Ya An Shengda, a Chinese corporation located at 78 Shawan Road, Ya An, Sichuan, China (Hobbico, GMS, and Ya An Shengda, each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Hobbico, GMS, and Ya An Shengda are parties to the Supply Agreement dated January 5, 2001 (the "Supply Agreement") pursuant to which GMS agreed to supply to Hobbico internal combustion engines for hobby/modeling use, including, but not limited to, SuperTigre Engines and Tower Hobbies brand engines designed by Ya An Shengda;

WHEREAS, Hobbico, GMS, and Ya An Shengda are parties to the Contract of Sino-Foreign Compensation Trade dated December 28, 2000 (the "Equipment Purchase Agreement") pursuant to which GMS agreed to purchase the machines and parts identified in Exhibit A to the Equipment Purchase Agreement (the "Equipment") for exclusive use in supplying engines to Hobbico;

WHEREAS, as of the Effective Date, GMS has not paid in full the purchase price of the Equipment and desires to return the Equipment to Hobbico in exchange for a release from its obligation to pay the remainder of the purchase price;

WHEREAS, the Parties desire to terminate the Supply Agreement and Equipment Purchase Agreement (together, the "Previous Agreements"); and

Handwritten initials **WHEREAS**, Hobbico desires to purchase and GMS agrees to sell to Hobbico instruction drawings for SuperTigre engines for use by Hobbico or a third party designated by Hobbico to manufacture SuperTigre engines following the termination of the Previous Agreements and all additions and modifications to the Equipment and related manufacturing accessories, works in process, parts and raw materials. In addition, Hobbico desires and GMS agrees to sell the GMS product line which includes the GMS brand and the molds, drawings, tooling, equipment, machinery and fixtures relating to the GMS brand.

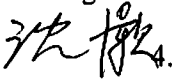
NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Equipment.** GMS shall return all of the Equipment supplied to GMS by Hobbico and all additions and modifications thereto and related manufacturing accessories, works in process, parts and raw materials to a facility designated by Hobbico as soon as practicable and in

any event no later than 30 days after the Effective Date of this Termination Agreement. GMS shall assist in tearing down and packing of each item of Equipment for shipment in accordance with Hobbico's commercial standards and with the set-up of the Equipment in a new location, except as the Parties may otherwise mutually agree. Risk of loss or damage to any item of Equipment shall pass to Hobbico upon transfer to Hobbico's designated representative. All Equipment will be subject to final inspection and acceptance by Hobbico after delivery to the facility designated by Hobbico.

2. Previous Agreements. The Previous Agreements shall terminate upon acceptance as set forth in Section 1 by Hobbico of all of the Equipment. The Parties hereby acknowledge that upon termination of the Previous Agreements, the Parties shall have no present or future right, title and interest in the Previous Agreements, except as specifically provided herein, and GMS shall be released from its obligation to pay the remaining amount due under Article 2 of the Equipment Purchase Agreement. Notwithstanding the foregoing, the Parties each agree that Section 13 (Confidentiality) and Section 15 (Indemnification) of the Supply Agreement shall survive termination of the Supply Agreement. In addition, the Parties each agree that Article 20 (Indemnification) of the Equipment Purchase Agreement shall survive termination of the Equipment Purchase Agreement.

3. Exclusions. The Parties acknowledge and agree that this Termination Agreement does not and will not release, remise, or discharge any of the Parties of or from any manner of action or actions, causes or causes of action, sums of money, covenants, contracts, controversies, agreements, promises, damages, claims or demands whatsoever, in law or in equity that is asserted by a person or entity not a party to this Termination Agreement and not an affiliate or successor in interest to a party to this Termination Agreement. Also, each Party hereby specifically reserves and retains any and all rights, claims and defenses which it now has, has had, or would otherwise have for contribution or indemnification under either of the Previous Agreements.

 Instruction Drawings. Within 30 days of the Effective Date of this Termination Agreement, GMS shall deliver to Hobbico instruction drawings of the SuperTigre engines sufficient to enable Hobbico or a third party designated by Hobbico to manufacture such engines. GMS shall provide both (1) the original Italian versions of such drawings as used to manufacture and supply the SuperTigre engines under the Supply Agreement in the past and (2) Chinese translations of such drawings sufficient to allow Hobbico or a third party to continue to manufacture the SuperTigre Engines after the Effective Date of this Termination Agreement (the original and Chinese translations, collectively, the "Instruction Drawings"). The Instruction Drawings shall be subject to final inspection and acceptance by Hobbico.

5. GMS Product Line. Within 30 days of the Effective Date of this Termination Agreement, GMS shall deliver to Hobbico (or a third party designated by Hobbico) the molds, drawings, tooling, equipment, machinery and fixtures relating to the GMS brand. GMS also agrees to assign the U.S. trademark registration for GMS, Reg. No. 3,039,918, to Hobbico, in a trademark assignment document to be executed by the parties.

6. Other Tooling and Equipment. Within 30 days of the Effective Date of this Termination Agreement, GMS shall deliver to Hobbico (or a third party designated by Hobbico)

the remaining molds, drawings, tooling, equipment, machinery and fixtures relating to any Aquacraft, Tower Hobbies or other engines that were manufactured by GMS.

7. Payment. Hobbico shall pay a total of [REDACTED] to GMS to be paid as follows: [REDACTED] will be paid within 5 business days after this agreement is fully executed. Upon inspection and acceptance as set forth in Section 4 of all of the Instruction Drawings and Section 5 of the GMS product Line and Section 6 of the Other Tooling & Equipment, Hobbico will pay [REDACTED]. And after all of the above has been loaded for shipment, Hobbico will pay the final payment of [REDACTED].

8. Term; Termination. This Termination Agreement shall commence on the Effective Date and shall be perpetual in duration. This Termination Agreement may only be terminated by mutual written agreement of the Parties.

9. Entire Agreement. This Termination Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all previous agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, between the Parties with respect to the subject matter of this Termination Agreement.

10. Binding Effect. This Termination Agreement shall be binding upon the Parties and upon their successors and assigns, and the Parties agree, for themselves and their successors and assigns, to execute any instrument and to perform any actions which may be necessary or advisable in order to carry out the purposes hereof.

11. Headings. The headings of sections of this Termination Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof, and shall in no way define, modify or restrict the meaning or interpretation of the terms and provisions of this Termination Agreement.

12. Counterparts. This Termination Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed by their duly authorized representatives.

IOBBICO, INC.

By: [Signature]
Name: WAYNE J. Hemming
Title: President & CEO
Date: 9/19/12

GMS TECHNOLOGY (CHENG DU), LTD.
GMS TECHNOLOGY, LTD.
GMS TECHNOLOGY (CHENG DU), LTD.

By: GMS TECHNOLOGY, LTD
Name: 沈 毅
Title: 董事长
Date: 2012.8.23

YA AN SHENGDA

By: YA AN SHENGDA
Name: 沈 毅
Title: 董事长
Date: 2012.8.23

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