

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):
 KABUSHIKI KAISHA A-Net, trading as A-Net, Inc.

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

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) March 31, 2011

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

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Akira Onozuka
 Internal Address: _____
 Street Address: 5-24-17, Koshikawa, Bunkyo-ku
 City: Tokyo
 State: _____
 Country: Japan Zip: _____

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Individual Citizenship Japan
 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)
3260060

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: Robert B.G. Horowitz, Esq.
 Internal Address: Baker & Hostetler LLP
 Street Address: 45 Rockefeller Plaza
 City: New York
 State: New York Zip: 10111
 Phone Number: 212 589-4200
 Fax Number: 212 589-4201
 Email Address: rhorowitz@bakerlaw.com

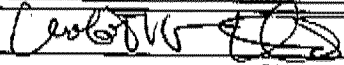
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information

b. Deposit Account Number 504581
 Authorized User Name robert horowitz

9. Signature: 

 Signature

July 17, 2011

 Date

Robert B.G. Horowitz

 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

CH \$40.00 504581 326006

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is made this 31st day of March, 2011 by and between KABUSHIKI KAISHA A-Net, Inc., a Japan corporation having its place of business at 5-3-10, Minami-Aoyama, Minato-ku, Tokyo, Japan (hereinafter "Licensor") and Akira Onozuka, a citizen of Japan (hereinafter "Licensee"), having his place of business at 5-24-17, Koishikawa, Bunkyo-ku, Tokyo, Japan.

WHEREAS, Licensor is the owner of the following registered trademark (the "U.S. Registration"):

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>	<u>Country</u>
CABANE de ZUCCA	3260060	July 10, 2007	United States

WHEREAS the parties hereto entered into an agreement dated December 15, 2010 which is titled Agreement on Assignment of the Trademark Rights relating to the subject matter herein (the "Assignment Agreement");

WHEREAS, pursuant to the Assignment Agreement, Licensee desires to acquire a license to use the aforesaid trademark in the United States in connection with the manufacture, distribution and sale of clocks and watches, and whereas Licensor is willing to grant such a license;

NOW, THEREFORE, in consideration of the rights and obligations set forth below, the parties hereto agree as follows:

Article 1. DEFINITIONS

1.1 "Licensed Trademark" means the registered trademark CABANE de ZUCCA as described in the preamble to this Agreement.

1.2 "Products" means clocks and watches and no other products.

1.3 "Territory" means the United States and all its territories and possessions.

Article 2. UNIQUENESS OF LICENSEE

2.1 Licensor and Licensee expressly recognize that the Licensed Trademark is a symbol of excellence in the watch and clock industries and is an extremely valuable property of Licensor. Licensor and

Licensee also recognize that Licensee has been granted the right by Licensor to exclusively utilize the Licensed Trademark in connection with the sale of the Products because it is uniquely suited to procure the manufacture of the trademarked Products given its superlative reputation as a source of clocks and watches, its high quality class of consumers for such products and superlative source of manufacture of clocks and watches. Licensor has entered into this agreement primarily in consideration of Licensee's unique ability to effectively provide, market and sell the Products described in this Agreement in the style and manner Licensor deems appropriate for its valuable trademark.

Article 3. GRANT

3.1 Licensor hereby grants to Licensee, subject to full compliance with the provisions of this Agreement, an exclusive, sub-licensable license to use the Licensed Trademark upon the Products to be sold or distributed in the Territory.

3.2 In consideration of the covenants and undertakings of Licensee set forth herein, Licensor grants this license pursuant to the terms relating to royalties set forth in the Assignment Agreement.

Article 4. CONDITIONS OF GRANT

4.1 Licensee agrees to use the Licensed Trademark only on Products which are distributed or sold in the Territory.

4.2 Licensee agrees that Licensor is the owner of the Licensed Trademark and agrees not to in any way contest or assist any other party in contesting the ownership by Licensor of the Licensed Trademark. Licensee agrees that this undertaking shall survive the termination of this License Agreement.

4.3 Licensee has identified the initial manufacturer of the Products and has disclosed the identity of such manufacturer to Licensee ("Initial Sub-Licensee"). Licensor is familiar with the quality of products provided by such Initial Sub-Licensee and Licensee agrees to maintain the same standards of quality for the Products which Initial Sub-Licensee has heretofore established.

4.4 Licensee shall insure that all sublicensees shall agree to be bound by the terms of this License Agreement.

4.4 For as long as this Agreement continues, Licensee agrees to deliver one representative sample of the Products from each sublicensee once per year to Licensor so that Licensor may inspect the Products for consistent high quality. If Licensor does not object to the quality of the Products within ten days of receipt of the samples and description, Licensor shall be considered to deem the Products to be of sufficiently high quality worthy of bearing the Licensed Trademark. If the Licensor does object to Licensee about the quality of the Products within ten days of receipt of such samples and description, Licensee must cure any and all defects of quality within fifteen days from receipt of Licensor's objection. Licensee's failure to cure any and all defects in quality to Licensor's satisfaction within fifteen days of receipt of Licensor's objection results in Licensee's default of this Agreement.

4.5 Licensee agrees to obtain approval in writing from Licensor before using the Licensed Trademark in any representative advertisements or promotional materials. Licensee's request for approval should describe with specificity the intended placement or distribution and provide examples of said advertisement or promotional materials so that Licensee can determine the effect Licensee's requested action will have on the Licensed Trademark. Licensor agrees to not unreasonably withhold approval for Licensee to use the Licensed Trademark in advertising or promotional materials. For example, Licensor may reasonably withhold approval of advertising or promotional material which tarnishes, dilutes, disparages, or otherwise harms the Licensed Trademark, any of Licensor's other trademarks, or Licensor's trade reputation, but this in no way exhaustively lists all of grounds upon which Licensor may reasonably withhold approval.

4.6 Licensee agrees that it must obtain prior approval in a writing signed by both parties if it seeks to use the Licensed Trademark beyond what is permitted under this License Agreement.

4.7 Licensee agrees to indemnify and hold harmless Licensor in connection with any product with which the Licensed Trademark is used including but not limited to attorneys' fees, damages, and all litigation costs (including expert witness fees, travel expenses, court reporters' fees, etc.).

4.8 Licensee shall at all times conform to the rules of good trademark usage set forth in the attached Trademark Use Specifications, Exhibit A, hereto which is hereby incorporated by reference.

Article 5. OWNERSHIP

5.1 The Licensed Trademark shall be owned and maintained in force by Licensor.

5.2 Licensee expressly acknowledges that nothing in this License Agreement shall give Licensee any right, title or interest in the Licensed Trademark except the exclusive right to use and sub-license the Licensed Trademark in accordance with the terms of this Agreement and any and all such uses by Licensee of the Licensed Trademark shall inure to the benefit of Licensor.

Article 6. TERM AND TERMINATION

6.1 This agreement shall be effective as of the date first above written.

6.2 The term of this Agreement shall continue until the expiration of the U.S. Registration, unless written notice is received by LICENSEE from LICENSOR that LICENSOR desires to terminate this License Agreement.

6.3 Default under this Agreement shall include but is not limited to failure to follow the terms agreed upon in this License Agreement, unauthorized use of the Licensed Trademark, unauthorized use of any trademarks owned by Licensor, any attempt to assign the rights conferred by this Agreement, and instituting any challenge to the ownership of the Licensed Trademark or any trademarks owned by Licensor.

6.4 Upon default of any provision herein by either party, the injured party may give to the defaulting party written notice of intent to terminate this License Agreement, specifying the alleged, default, and if the default is not cured within thirty (30) days after giving the defaulting party's receipt of such notice, then the injured party may terminate this License Agreement forthwith by written notice to such effect to the defaulting party.

6.5 Upon termination of this Agreement, Licensee shall promptly discontinue use of the Licensed Trademark and destroy all materials bearing the Licensed Trademark. Licensee agrees to notify

Licensors in writing when such destruction has been accomplished and confirm that use of the Licensed Trademark has been discontinued.

6.6 In the event of receivership, an assignment for the benefit of creditors, bankruptcy, or dissolution of Licensee, this License Agreement will automatically be deemed terminated by Licensor without notice to Licensee.

Article 7. ADVERSE USE

7.1 Licensee agrees to notify Licensor of any adverse use of a mark identical with or confusingly similar to the Licensed Trademark which comes to the Licensee's attention.

Article 8. ASSIGNMENTS AND SUBLICENSES

8.1 This agreement is not assignable by Licensee.

8.2 Licensee may grant sublicenses under this License Agreement.

Article 9. MAINTENANCE OF LICENSED TRADEMARKS

9.1 Licensee shall assist Licensor in the maintenance of the Licensed Trademark whenever such assistance is sought by Licensor.

Article 10. NOTICES AND REPORTS

10.1 Notices and reports hereunder may be given, and shall be deemed to have been duly served when sent by certified or registered mail, return receipt requested, to the party to be notified at its address set forth below, or at such other address as shall have been previously designated by written notice to the other party.

Article 11. MERGER OF ALL PRIOR NEGOTIATIONS AND PROVISION FOR
MODIFICATION OF THIS AGREEMENT

11.1 This agreement, including Exhibit A which is incorporated by reference, and the Assignment Agreement comprise the entire agreement between the Licensor and Licensee regarding the Licensed Trademark. All prior representations made by the parties relating to the subject matter of this License Agreement, to the contrary notwithstanding, are fully merged herein.

11.2 This License Agreement can be modified only in a subsequent written agreement signed by both Licensor and Licensee.

For Licensor: A-Net, Inc.
5-3-10, Minami, Aoyama, Minato-ku
Tokyo
Japan

For Licensee: Akira Onozuka
5-24-17, Koishikawa, Bunkyo-ku,
Tokyo, Japan

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have caused this agreement to be executed as of the day first above written.

Witness: MASAYUKI OBIKAWA

帯川正之

Date: March 31, 2011

A-Net, Inc.

N. HIROSE

By: Norio Hirose

Witness: Sumie Sakuma

佐久間 留美

Date: March 31, 2011

Akira Onozuka

Akira Onozuka

EXHIBIT A

Trademark Use Specifications

The following rules of good trademark usage shall be observed by Licensee whenever the Licensed Trademark is used in order that trademark rights therein may be maintained.

- (1) The Licensed Trademark in literature shall never be used in a descriptive sense nor in a generic sense but shall be used where appropriate as an adjective preceding the generic or common descriptive names of the Products.
- (2) The Licensed Trademark shall always be written as CABANE de ZUCCA if possible.
- (3) The Licensed Trademark shall always be spelled correctly and shall not be used in the possessive or plural form.
- (4) The Licensed Trademark shall always be identified as a registered trademark, by having a notice of registration associated therewith.
- (5) The first letter of any word of the generic or common descriptive name of the Products shall not be capitalized when used with the Licensed Trademark.