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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): DESIGN SCIENCE PTY LTD Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: DIRTSURFER USA LLC Internal Address: _____ Street Address: 926 South Preston Street City: Louisville State: KY Zip: 40203-2317 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other License Execution Date: 08/05/2002	

4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the application is: _____
 A. Patent Application No.(s) _____ B. Patent No.(s) 6,398,237
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Matthew G. Owen Internal Address: _____ Greenebaum Doll & McDonald PLLC Street Address: 3300 National City Tower 101 South Fifth Street City: Louisville State: KY Zip: 40202	6. Total number of applications and patents involved: <input type="checkbox"/> 1 7. Total fee (37 CFR 3.41).....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____
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9. Signature.
 Matthew G. Owen  11/25/2002
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and documents: 2

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LICENSE AGREEMENT

This Agreement is entered as of the 5th day of August, 2002, by and between **DESIGN SCIENCE PTY LTD**, an Australian corporation ("Licensor"), and **DIRTSURFER USA LLC**, a Kentucky limited liability company ("Licensee").

WHEREAS Licensor is the owner United States Patent No. 6398237 (the "Patent"); and

WHEREAS Licensee desires to use the Patent in connection with the sale, marketing and promotion of Products as defined in the Licensing and Distribution Agreement, being Dirtsurfer branded boards, accessories and clothing offered for sale by the Licensor (the "Products");

WHEREAS the parties have entered in to a Licensing and Distribution Agreement whereby Licensee is the exclusive distributor of Products utilizing the Patent in the United States of America.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual promises herein contained, it is agreed that:

1. *Grant of license.* Licensor hereby grants to Licensee a non-exclusive (subject only to Licensor's retained right to re-brand) right and license to paint and assemble (as provided in the Licensing and Distribution Agreement), to sell, to offer for sale, to import, or to otherwise dispose of Products utilizing the Patent (and all divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same) within the United States of America.

2. *Termination.* This Agreement is terminable upon termination of the License and Distribution Agreement.

In witness whereof, the parties have caused this document to be duly executed as of the date above.

DESIGN SCIENCE PTY LTD
Licensor

By: GAEMIE ARTEY
Name/Title Name/Title
MANAGING DIRECTOR



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DIRTSURFER USA LLC
Licensee

By: Jerry W. Gallon
Name/Title Name/Title
President