Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Wai Kok Sports Ltd.	02/08/2006

RECEIVING PARTY DATA

Name:	Special Sports Beheer, B.V.		
Street Address:	Jan Van Genstraat 160		
City:	1171 GP Badhoevedorp		
State/Country:	NETHERLANDS		

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	29189020	
Patent Number:	D500100	

CORRESPONDENCE DATA

Fax Number: (215)965-1210

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-965-1257

Email: csmith@akingump.com
Correspondent Name: Maureen C. Kassner
Address Line 1: 2005 Market Street

Address Line 2: One Commerce Square, Suite 2200
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 209896.5002

NAME OF SUBMITTER: Maureen C. Kassner

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (WAI KOK SPORTS TO SPECIAL SPORTS BEHEER)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), effective as of the date of execution entered below, by and between WAI KOK SPORTS LTD., a company organized and existing under the law of Hong Kong ("Assignor" or "Wai Kok") herein duly represented by Mr. A.L.N. van der Meer by vitue of a validly existing power of attorney signed on behalf of Wai Kok Sports Limited by its managing director Chris Hall (see schedule "B"), and SPECIAL SPORTS BEHEER, B.V., a private company (besloten vennootschap) with limited liability (beperkte aansprakelijkheid) organized and existing under the laws of The Netherlands ("Assignee") "), herein duly represented by its managing director Mr. A.L.N. van der Meer.

WHEREAS, Assignor desires to assign to Assignee all of its worldwide right, title and interest in and to Intellectual Property (as hereinafter defined); and

WHEREAS, Assignce is desirous of acquiring any and all rights that Assignor may have throughout the world in and to Intellectual Property, and all applications and registrations therefor, together with the goodwill of the business in connection with which the Intellectual Property is used and which is symbolized by the Intellectual Property, throughout the world, along with the right to recover for damages and profits of any past, present, or future infringements thereof.

NOW, THEREFORE, for the monetary consideration stated in Article 2 herein, receipt of which the Assignor hereby acknowledges, the parties agree as follows:

1. For the purposes of this Agreement, "Intellectual Property" shall mean all (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents (including utility and design patents, industrial designs and utility models), patent applications and patents and invention disclosures, and all other rights of inventorship, worldwide, together with all reissuances, continuations, continuations-in-part, divisions, revisions, supplementary protection certificates, extensions and re-examinations thereof (b) registered and unregistered trademarks, service marks, trade names, domain names, trade dress, logos and business, corporate and product names and slogans, worldwide, and registrations and applications for registration thereof, including all goodwill associated therewith; (c) copyrights in copyrightable works, and all other rights of authorship, worldwide, and all applications, registrations and renewals in connection therewith; (d) trade secrets and confidential business and technical information (including confidential ideas, research and development, know-

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how, formulas, technology, compositions, manufacturing and production processes and techniques, technical data, engineering, production and other designs, plans, drawings, engineering notebooks, industrial models, software specifications, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information); (e) computer and electronic data, data processing programs, documentation and software, both source code and object code (including flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying tapes, computer databases and similar items), computer applications and operating programs; (f) rights to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide; (g) copies and tangible embodiments of any or all of the foregoing (in whatever form or medium, including electronic media); and (h) other proprietary, intellectual property and other rights relating to any or all of the foregoing.

- 2. For the monetary consideration of a market value to be determined later, provisionally determined at EUR 100,=,(in writing: one hundred Euro's) the receipt of which the Assignor hereby acknowledges, Assignor hereby grants, conveys and assigns to Assignee and Assignee herewith accepts the assignment, grant and conveyance of, by execution hereof (or, where appropriate or required, by execution of separate instruments of assignment), all of its worldwide right, title and interest in and to Intellectual Property, including without limitation the registrations and applications set forth on Schedule "A" hereto, to be held and enjoyed by Assignee, its successors and assigns.
- 3. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Intellectual Property assigned herein.
- 4. Assignor further covenants that Assignor will, without demanding any further consideration therefor, at the request and expense of the Assignee (except for the value of the time of Assignor's employees), do all lawful and just acts that may be or become necessary for prosecuting, evidencing, maintaining, recording and perfecting the Assignee's rights to such Intellectual Property consistent with Assignor's general business practice, including but not limited to, execution and acknowledgment of assignments and other instruments in a form reasonably required by Assignee.
- 5. Assignor disclaims all warranties and representations of any kind relative to the validity or enforceability of any of the rights, title and interest in and to such Intellectual Property and the applications and registrations therefore assigned hereunder.
- 6. Assignor declares and confirms that it shall not at any time hereafter claim or purport to claim directly or indirectly in any manner whatsoever any right, title, interest into, over

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or upon the said Intellectual Property and Assignor hereby declares and confirms that on and from the date hereof the Assignee shall be the sole and absolute registered proprietor of the said Intellectual Property together with all the goodwill of the business in respect of which the said Intellectual Property relates.

- 7. This Agreement may not be assigned by Assignor, and any assignment in violation of this provision shall be void.
- 8. This Agreement shall be governed by Dutch law.

UNDERSTOOD AGREED UPON AND EXECUTED ON 8 FEBRUARY 2006 AND SIGNED IN TWOFOLD BY

ASSIGNOR

WAI KOK SPORTS LIMITED

Name: A.L.N. van der Meer

Date: 8 February 2006

ASSIGNEE

SPECIAL SPORTS/BEHEER-B.V.>

Name: A.L.N. van der Meer

Date: 8 February 2006

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8 February 2006

Cezien voor de legalisatie van de handtekening van:

then for legalization of the signature of:

Augustinus Leonardus ft von: Nicolaas van der Meer Ma pour légalisation de la signature de:

wind hismit beglaubigt daß die Unterschrift von: disto para La Legalización de la Firma de:

∋or mij, notaris, heden de

w me, civil-law notary, on this day of

e ar moi-même, notaire, aujourd'hui le

megentiende nei 2006.

on dem unterzeichneten Notar anerkannt ist, heute der

ാr mi Notario Publico, hoy el



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

Country: The Netherlands This public document has been signed by: Mr.J.C.M.C. de Haan acting in the capacity of: Notary bears the seal/stamp of: Mr.J.C.M.C. de Haan, Notaris te Haarlem certified by the Registrar of the Court in Haarlem, no:

1414/2006

Haarlem, 19 May 2006. Signed by: D. van Meurs.

WAI KOK SCHEDULE A

WORLD DESIGN RIGHTS					
Exercise Apparatus	Country	Number	Registration Date	Date of renewal	
I	Australia	156673	18th October 2004	27th August 2009	
п	Australia	156674	18th October 2004	27th August 2009	
I	Brasil	6302918-9	27th August 2003	27th August 2013	
п	Brasil	6302919-7	27th August 2003	27th August 2013	
I	China	ZL 03310381	9th May 2003	9th May 2013	
П	China	03358166.5	29th august 2003	29th August 2013	
I	EUROPE	000106349-0002	19th November 2003	19th November 2008	
П	EUROPE	000106349-0001	19th November 2003	19th November 2008	
I	Honduras	MU/HK2003/266 (pending)			
п	Honduras	MU/HK2003/265 (pending)			
I	Hong Kong	0310331.6	28th February 2003	27th February 2008	
П	Hong Kong	0311376.2	25th August 2003	24th August 2008	
I	Japan	1203920	4th September 2003	12th March 2007	
П	Japan	1203919	28th August 2003	12th March 2007	
I	New Zealand	403829	28th February 2003	28th February 2008	
П	New Zealand	403830	26th August 2003	28th February 2008	
I	Norway	77723	28th August 2003	28th August 2008	
П	Norway	77724	28th August 2003	28th August 2008	
I	Russia	55555	28th August 2003	28th August 2013	

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Exercise Apparatus	Country	Number	Registration Date	Date of renewal
П	Russia	55556	28th August 2003	28th August 2013
I	South Africa	A2003/01045	28th February 2003	28th February 2018
П	South Africa	A2003/01043	26th August 2003	26th August 2018

Exercise Apparatus	Country	Number	Registration Date	Date of renewal	Applicant
I	Canada	104119	28th August 2003	20th December 2009	
II	Canada	104118	28th August 2003	20th December 2009	
I	USA	29/189,020		Rending.	Wai Kok Sports Limited
П	USA	D 500,100		Renewal not required	Wai Kok Sports

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POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY made on 8 February 2006 WAI KOK SPORTS LIMITED whose registered office is 31/F., The Center, 99 Queen's Road Central, Hong Kong (hereinafter referred to as the "the Principal") hereby appoints Mr AUGUSTINUS LEONARDUS NICOLAAS VAN DER MEER as its attorney (the "Attorney") and in the Principal's name or otherwise and on its behalf:

- to sign an intellectual property assignment agreement with SPECIAL SPORTS BEHEER
 B.V. subject to such amendments or variations as the Attorney may agree ('the Document');
- to take any steps or do any thing which the Attorney in his absolute discretion considers desirable in connection with the implementation and/or execution of the Document.

This power of attorney shall be irrevocable save with the consent of the Attorney, but shall expire six months from today's date.

The Principal undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

The Principal declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

The Principal undertakes to indemnify the Attorney fully against all claims, losses, costs, expenses, damages or liability which he may sustain or incur as a result of any action taken by

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EQUITY TRUST

This power of attorney (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with the laws of Hong Kong.

IN WITNESS whereof this power of attorney has been executed as a deed and delivered on 8 February 2006.

THE COMMON SEAL of WAI KOK SPORTS LIMITED was affixed in the presence of:-

Christopher Harvey Hall

Director

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