

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Pro-Fit Stretchtape Technology Limited	02/13/2008
RECEIVING PARTY DATA	
Name:	Parland Enterprises Limited
Street Address:	Mill Mall, Suite 6, Wickhams Cay 1
Internal Address:	P.O. Box 3085
City:	Road Town, Tortola
State/Country:	BRITISH VIRGIN ISLANDS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6732413
CORRESPONDENCE DATA	
Fax Number:	(312)827-8185
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312)807-4443
Email:	patents@bellboyd.com
Correspondent Name:	Renato L. Smith
Address Line 1:	P.O. Box 1135
Address Line 4:	Chicago, ILLINOIS 60609-1135
ATTORNEY DOCKET NUMBER:	115667-001
NAME OF SUBMITTER:	Renato L. Smith

Total Attachments: 20
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DATED 13 February 2008

PROFIT STRETCHTAPE TECHNOLOGY LIMITED (1)

And

PARLAND ENTERPRISES LIMITED (2)

And

PRO-FIT INTERNATIONAL LIMITED (3)

LICENCE AGREEMENT

This Agreement is made on *13 February* 2008 between on the one part, **ProFit Stretchtaps Technology Limited**, a company incorporated under the laws of England under no. 5585217 and having its registered office at Sanderson House, Station Road, Horsforth, Leeds, LS18 5NT ("**STL**") and, on the second part, **Parland Enterprises Limited** (in the process of changing its name to **Pro Stretch Holdings Limited**), a company incorporated under the laws of the British Virgin Islands, under no. 1433540 and having its registered office at Mill Mall, Suite 6, Wickhams Cay 1, PO Box 3085 Road Town, Tortola (the "**Licensee**"), and on the third part **Pro-Fit International Limited**, a company incorporated under the laws of England under no. 2915940 and having its registered office at Sanderson House, Station Road, Horsforth, Leeds, LS18 5NT ("**PIL**").

REDACTED

NOW IT IS HEREBY AGREED as follows:-

REDACTED

REDACTED

"Licensed Products"

means Stretch Tapes and Stretch Labels;

REDACTED

REDACTED

"Stretch Label"

means a Rigid Label, which has been subjected to any of the treatments or processes as claimed in any of the Patents so as to give it stretch characteristics. A small length of up to

200mm of Stretch Tape shall also be treated as falling within the definition of "Stretch Label". For the avoidance of doubt, a complete waistband does not fall within the definition of "Stretch Label";

"Stretch Tape"

means a Rigid Tape, which has been subjected to any of the treatments or processes as claimed in any of the Patents, so as to give it stretch characteristics. For the avoidance of doubt, a complete waistband does not fall within the definition of "Stretch Tape";

"the Patents"

means those patents and patent applications, listed in Schedule I to this Agreement, and any other patents and applications which are either in respect of any Improvements and any such other patents as the parties may agree in writing between them from time to time;

REDACTED

"the Territory"

means the world.

2. LICENCE OF INTELLECTUAL PROPERTY RIGHTS

- 2.1 STL HEREBY GRANTS the Licensee a non-exclusive licence, for the Term to use the Patents, the Know-How and any Improvement IPRs to manufacture Licensed Products in the Territory for sale in any country in the world to garment manufacturers for incorporation by such garment manufacturers into garments.
- 2.2 The licence referred to in clause 2.1 shall be exclusive in respect of the following customers (and their permitted assignees and/or successors in title), potential customers (and their permitted assignees and/or successors in title) and/or brands for the Licensed Products: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. Such exclusivity shall be without prejudice to the generality of clause 2.1 and shall be subject to clause 2.9.
- 2.3 Upon written notice given by the Licensee at any time during the first three Agreement Years, the licence referred to in clause 2.1 shall be exclusive in respect of the Active Sports Products and Outdoor Pursuits Products. Such exclusivity shall be without prejudice to the generality of clause 2.1 or to clause 2.2 and shall be subject to clause 2.9.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

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**SCHEDULE ONE
THE PATENTS**

Stretch Lining

Country	App/grant No.	Filing Date	Grant date
	REDACTED		
USA	US6732413	4 August 2000	11 May 2004

REDACTED

REDACTED

REDACTED

In Witness whereof the Parties have caused the following authorised representatives to sign this Agreement in three counterparts, each of which shall be deemed an original copy with the same force and effect, as of the day and year written below:

SIGNED by.....

For and on behalf of ProFit Stretchtape Technology Limited

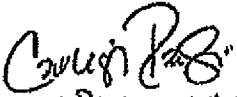
Witness

Signature:
Name:
Occupation:
Address:

SIGNED by..... 

For and on behalf of the Licensee

Witness

Signature: 
Name: CAROLYN PANLIKOWSKI
Occupation: ADMINISTRATIVE ASSISTANT/ACCOUNT ADMINISTRATOR
Address: P.O. Box 949 Grand Cayman KY1-1104 Cayman Islands

SIGNED by.....

For and on behalf of Pro-Fit International Limited

Witness

Signature:
Name:
Occupation:
Address:

In Witness whereof the Parties have caused the following authorised representatives to sign this Agreement in three counterparts, each of which shall be deemed an original copy with the same force and effect, as of the day and year written below:

SIGNED by *[Signature]*

For and on behalf of ProFit Stretchtape Technology Limited

Witness

Signature: *CH WILKINS*
Name: CAROL WILKINS
Occupation: ADMINISTRATION MANAGER
Address: 5 ASPEN CLOSE
COMERSAL
CLECKHEATON BD19 4NY

SIGNED by

For and on behalf of the Licensee

Witness

Signature:
Name:
Occupation:
Address:

SIGNED by *[Signature]*

For and on behalf of Pro-Fit International Limited

Witness

Signature: *R. Foster*
Name: RUTH FOSTER
Occupation: PURCHASING MANAGER
Address: ASPLECT HOUSE
ASPLECT TERACE
PLUSEY
LS28 7TA