

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Power Balance, LLC	06/07/2011
RECEIVING PARTY DATA	
Name:	Contec Corp.
Street Address:	200 Hennessy Road
Internal Address:	Hang Seng, Wanchai Building
City:	Wanchai
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D632202
Application Number:	29385773
Application Number:	13031065
Application Number:	13046039
CORRESPONDENCE DATA	
Fax Number:	(949)475-4754
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ATTORNEY DOCKET NUMBER:	00000-00000
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Total Attachments: 64

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GENERAL SECURITY AGREEMENT

SECURITY AGREEMENT dated June 7, 2011, between Contec Corp. (the "Secured Party"), and the other party or parties named on the signature pages hereof (collectively, the "Obligor"). This agreement shall be effective on June 10, 2011 provided that as of such date, no injunction shall have been entered prohibiting the transactions described herein (it being acknowledged that, if any such injunction is entered, this agreement shall have no force or effect).

1. GENERAL DEFINITIONS.

1.1 As used herein, "UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

1.2 All capitalized terms contained in this Agreement, but not specifically defined in this Agreement, shall have the meanings provided by the UCC to the extent the same are used or defined therein. Without limitation, the following terms are used herein as defined in the UCC: Account, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Payment Intangibles, Proceeds, and Supporting Obligations. In addition, terms defined in the Secured Term Note (as defined below) and not otherwise defined herein shall have the meaning provided herein as therein defined.

1.3 As used herein:

(a) "Person" means any individual, corporation, partnership, limited liability company, trust, unincorporated organization, or any other entity or organization.

(b) "Other Obligor" means any other person obligated as direct or indirect obligor or guarantor of any Obligations, or of any indebtedness, obligations and liabilities guaranteed by the Obligor.

(c) "Receivable" means any right to payment, including any Account, whether or not evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance.

(d) "Copyrights" means (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule 4, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

(e) "Copyright Licenses" means any written agreement naming any Obligor as licensor or licensee (including, without limitation, those listed on Schedule 4, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright

(f) "Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

(g) "Patents" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule 4, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule 4, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(h) "Patent Licenses" means all agreements, whether written or oral, providing for the grant by or to any Obligor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to on Schedule 4.

(i) "Permitted Liens" means Liens permitted under the Secured Term Note.

(j) "Secured Term Note" means the Secured Term Note dated as of even date herewith among the Secured Party and the Obligor as the same may be amended, modified or supplemented from time to time.

(k) "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule 4, and (ii) the right to obtain all renewals thereof.

(l) "Trademark Licenses" means any agreement, whether written or oral, providing for the grant by or to any Obligor of any right to use any Trademark, including, without limitation, any of the foregoing referred to on Schedule 4.

2. OBLIGATIONS SECURED. The Collateral (as defined below) shall secure any and all indebtedness, obligations and liabilities of the Obligor to the Secured Party including:

(a) all unpaid principal of and interest on, and all other obligations or liabilities of the Obligor which may arise under or in connection with, all loans, advances and other financial accommodations made, issued or extended by the Secured Party to or on behalf of the Obligor under the Secured Term Note or in connection with future shipments of product to Obligor;

(b) all indebtedness, obligations and liabilities of Obligor under any guaranty of such obligations;

(c) all interest, fees, costs, expenses, reimbursement obligations, indemnities and other liabilities relating to any of the foregoing, including attorneys' fees and costs or expenses incurred in connection with collection and enforcement and sums advanced by the Secured Party to protect the Collateral or otherwise as permitted to be made by the Secured Party under this Agreement; and

(d) all indebtedness, obligations and liabilities under this Agreement;

in each case, whether now existing or hereafter arising, joint or several, absolute or contingent, liquidated or unliquidated, and however arising (all such indebtedness, obligations and liabilities being collectively referred to herein as the "Obligations"; and any agreement, instrument, guaranty or other document now or hereafter evidencing or securing any of the Obligations, including the Secured Term Note, being collectively referred to herein as the "Financing Documents").

3. GRANT OF SECURITY INTEREST. To secure the punctual payment and performance of the Obligations when due whether at the stated maturity, by acceleration or otherwise), the Obligor hereby grants to the Secured Party a security interest in and to, and a lien upon (the "Security Interest"), all right, title and interest of the Obligor in and to the following property, whether now owned and existing or hereafter acquired or arising, and wherever located (collectively, the "Collateral"):

(a) All Accounts and other rights to the payment of money, whether due or to become due, and whether or not earned by performance;

(b) All Chattel Paper, including electronic chattel paper;

(c) All Instruments, including promissory notes, whether due or to become due, and whether or not earned by performance;

(d) All General Intangibles, including all contracts, purchase orders or other supplements thereto, rights to moneys, choses in action, goodwill, tax refunds, Software, intellectual property, patents, copyrights, tradenames and trademarks;

(e) All Goods;

(f) All Inventory, including all Goods held for sale or lease or to be furnished under contract of service or so leased or furnished, and all parts, raw materials, work in process, and supplies relating thereto;

(g) All Equipment;

(h) All Documents, including all negotiable and nonnegotiable Documents covering any Inventory, Equipment or other Collateral;

(i) All rights under insurance contracts covering any Inventory, Equipment, Documents or other Collateral;

(j) All Investment Property, including all certificated and uncertificated securities;

(k) All Deposit Accounts;

(l) All Letter-of-Credit Rights;

(m) All Payment Intangibles;

(n) All Supporting Obligations;

(o) All Intellectual Property;

(p) All other property of the Obligor now or hereafter in the possession, custody or control of the Secured Party;

(q) All Records, including all books and records pertaining to any of the foregoing, including any computer-readable memory and any computer hardware or software necessary to process such memory; and

(r) All Proceeds of any of such property in whatever form, whether derived from voluntary or involuntary disposition, all products of any of such property, all renewals, replacements, substitutions, additions, accessions, rents, issues, royalties and profits of, to or from any such property and all dividends or other income from Investment Property, collections thereon or distributions or payments with respect thereto.

The Security Interest created herein is subject to any applicable restriction to the creation of a Security Interest to the extent that such restriction is not made ineffective by UCC Sections 9-406, 9-407, 9-408, or 9-409.

4. REPRESENTATIONS AND WARRANTIES. The Obligor represents and warrants to the Secured Party that:

4.1 Authority. The Obligor has full power and authority to grant security interests in the Collateral and to execute, deliver, and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person except as may have been specifically disclosed to the Secured Party in writing.

4.2 Absence of Other Encumbrances. The Collateral is free and clear of all liens and adverse claims other than the Security Interest, which shall be a first lien on the Collateral except for Permitted Liens; *provided*, that liens subordinated to the Security Interest on terms acceptable to the Secured Party and consented to by the Secured Party in writing shall be permitted hereunder.

4.3 Information Regarding Names. The Obligor shall disclose within 30 days of the day hereof to the Secured Party on Schedule 1 hereto complete and correct information regarding the Obligor's exact legal name and all other prior (during the last 5 years) or current names and trade names used by the Obligor. Schedule 1 also shall list within 30 days of the date hereof the names of all Persons from whom the Obligor acquired any assets during the period of five years ended on the date hereof (other than acquisitions in the ordinary course of business of the seller).

4.4 Location of Collateral and Principal Place of Business. All Collateral which is tangible and all related books and records related to the Collateral are located solely in the States which shall be listed on Schedule 2 hereto (the "Collateral States") within 30 days of the date hereof, except for Inventory in transit to Obligor and, in the case of other Collateral which is movable, as required in the operation of the Obligor's business consistent with past practices. No inventory of any Person other than the Obligor is located on any premises owned or leased by the Obligor. The Obligor's principal place of business is located in the state identified on Schedule 2.

4.5 Jurisdiction of Incorporation. The Obligor has disclosed to the Secured Party on Schedule 3 hereto the complete and correct information regarding the Obligor's jurisdiction of incorporation and its identification number in the records of such jurisdiction.

4.6 Intellectual Property. Schedule 4 hereto shall list within 5 days of the date hereof all Intellectual Property that is registered or subject to a pending application for registration in the United States and within 30 days of the date hereof all Intellectual Property that is registered or subject to a pending application outside of the United States and is, in each case, owned by the Obligor on the date hereof.

5. COVENANTS AND AGREEMENTS OF THE OBLIGOR. The Obligor covenants and agrees as follows:

5.1 Restriction on Further Encumbrances. The Obligor shall not, without the prior written consent of the Secured Party, create, grant or suffer to exist any other liens in or to any of the Collateral except for Permitted Liens.

5.2 Records and Inspection. The Obligor shall keep and cause to be kept accurate and complete records of the Collateral and its proceeds at its principal place of business, which Collateral and records will be made available for inspection and copying upon such premises by the Secured Party at any reasonable time.

5.3 Restrictions on Removal of Collateral. The Obligor shall not remove Collateral or any related books and records from the Collateral States except for removal of incidental items of Collateral in the ordinary course of the Obligor's business, consistent with past practice.

5.4 Restriction on Changing State of Organization. The Obligor shall not change the state of its incorporation or its jurisdiction of organization (as applicable) or convert into a different type of entity.

5.5 Information Regarding Names. At least 30 days before changing its name or adopting a new name, the Obligor shall give written notice to the Secured Party of any new name or trade name of the Obligor.

5.6 Information on Collateral and Business. The Obligor shall deliver to the Secured Party such other data and information (financial and otherwise) as the Secured Party from time to time may reasonably request bearing upon or related to the Collateral or the Obligor's business operations or financial condition.

5.7 Duty of Care. The Obligor shall be responsible for preserving and maintaining the Collateral and the Secured Party shall have no duty of care with respect to the Collateral, except that the Secured Party shall have an obligation to exercise reasonable care with respect to Collateral in its possession; provided that (i) the Secured Party shall be deemed to have exercised reasonable care if Collateral in its possession is accorded treatment substantially comparable to that which the Secured Party accords its own property or treatment substantially in accordance with actions requested by the Obligor in writing, although the Secured Party shall not be obligated to comply with any such requests and (ii) the Secured Party shall not be obligated to take steps to preserve rights against any other parties or property.

5.8 Taxes. The Obligor shall pay when due all governmental taxes, assessments or charges upon the Collateral, except as, and to the extent, otherwise permitted by Section 4.03 of the Note.

5.9 Further Assurances and Authority of Secured Party. The Obligor shall from time to time execute, deliver, file and record all such further agreements, instruments, financing statements, notices and other documents (collectively, "Supplemental Documentation") as may be requested by the Secured Party to perfect or preserve the Security Interest, to enable the Secured Party to notify any third parties of the existence of the Secured Party's Security Interest, or otherwise to carry out the intent of this Agreement. The Obligor authorizes the Secured Party to file financing statements where desirable in the Secured Party's judgment to perfect the Security Interest without the signature of the Obligor. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Secured Party, duly indorsed in a manner satisfactory to the Secured Party, to be held as Collateral pursuant to this Agreement.

5.10 Power of Attorney. The Obligor hereby irrevocably makes, constitutes and appoints the Secured Party (and all persons designated by the Secured Party for that purpose) as the Obligor's true and lawful attorney (and agent-in-fact) to (i) sign the name of the Obligor on any Supplemental Documentation and to deliver any Supplemental Documentation to such persons as the Secured Party, in its sole discretion, may elect and (ii) to obtain, hold, direct or redirect delivery of or otherwise administer, and control any agreement, instrument or document evidencing any portion of the Collateral or the Obligor's rights with respect thereto, including documents of title, warehouse receipts and security agreements (collectively "Special Collateral"), as the Secured Party, in its sole discretion, may elect.

5.11 Insurance. The Obligor shall maintain at all times insurance in such amounts, covering such risks and liabilities and with such deductibles or self-insurance retentions as determined by the Obligor in its reasonable business judgment (and reasonably acceptable to the Secured Party). At the request of the Secured Party, the Secured Party shall be named as loss payee, additional insured and/or mortgagee, as its interests may appear, with respect to any such insurance providing coverage in respect of any collateral under the Collateral Documents, and the Obligor shall request that each provider of any such insurance to agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the Secured Party, that it will give the Secured Party thirty (30) days' prior written notice before any such policy or policies shall be altered in any material respect or canceled, and that no act or default of any member of the Obligor, any Subsidiary Guarantor, or any other Person shall affect the rights of the Secured Party under such policy or policies.

5.12 Intellectual Property.

(a) The Obligor will notify the Secured Party immediately if it knows, or has reason to know, of any materially adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding the Obligor's ownership of, or the validity of, any material Intellectual Property or the Obligor's right to register the same or to own and maintain the same.

(b) Upon request of the Secured Party, the Obligor shall promptly execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in any Copyright, Patent or Trademark, whether now owned or hereafter acquired or arising, and the goodwill and general intangibles of the Obligor relating thereto or represented thereby.

(c) The Obligor will take all reasonable steps, in the reasonable judgment of the Obligor, including (if such actions are in accordance with the Obligor's reasonable judgment), without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability as to any such material Intellectual Property.

(d) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, the Obligor shall (i) take such actions as the Obligor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Secured Party after it learns thereof and, if the Obligor shall reasonably deem appropriate under the circumstances, sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.13 Deposit Account Control Agreements. Within 30 days of the receipt of the written request therefor from the Secured Party the Obligor shall deliver to the Secured Party a control agreement, or similar agreement, in form and substance satisfactory to the Secured Party, executed by the Obligor and the relevant depository institution (or securities intermediary), with respect to any Deposit Account (or Securities Account) (excluding Deposit Accounts maintained in the ordinary course of business as payroll accounts or tax withholding accounts) maintained by the Obligor subject to such request by the Secured Party, and the Obligor shall promptly provide to the Secured Party all information reasonably requested in connection therewith.

6. REMEDIAL PROVISIONS.

6.1 Right to Satisfy Other Claims and Taxes. If the Obligor fails to pay any governmental taxes, assessments or other charges when due, or fails to pay any claims secured by any lien against any Collateral when due (except to the extent permitted by Section 4.03 of the Note), the Obligor shall so advise the Secured Party in writing and the Secured Party may, without waiving or releasing any obligations of the Obligor or any Event of Default, in its sole discretion (and without any obligation to do so), make such payment or any part thereof or obtain such discharge and take any other action with respect thereto that the Secured Party deems advisable.

7. RELEASE OF COLLATERAL. (i) Except for sales or other dispositions not prohibited by the Secured Term Note (collectively, "Permitted Sales"), the Obligor shall not sell, lease, license or otherwise dispose of the Collateral, or any part thereof or any interest therein. Concurrently with any Permitted Sale, the Security Interest shall automatically be released from the property so disposed of; provided, however, that the Security Interest shall continue in the proceeds thereof. (ii) In addition to the foregoing, the Secured Party shall release its security interest in the Collateral (and this Agreement shall be terminated) pursuant to the terms of Section 15 hereof.

8. EVENTS OF DEFAULT. The occurrence of Default or an Event of Default under the Secured Term Note shall constitute an Event of Default hereunder.

9. RIGHTS AND REMEDIES OF THE SECURED PARTY UPON EVENT OF DEFAULT.

9.1 Effect of Event of Default Remedies. If any Event of Default described in Section 6.01(f) or (g) of the Secured Term Note shall occur, all Obligations secured by this Agreement shall become immediately due and payable, all without notice of any kind; and, in the case of any other Event of Default, the Secured Party may declare the Obligations secured by this Agreement to be due and payable, whereupon such Obligations shall become immediately due and payable, all without notice of any kind. The Secured Party shall promptly advise the Obligor of any such declaration, but failure to do so shall not impair the effect of such declaration. In addition, upon the occurrence of an Event of Default, the Secured Party may exercise the rights, powers and remedies set forth below.

(a) In addition to all of its other rights, powers and remedies under this Agreement, the other Financing Documents, and other applicable law, the Secured Party shall have all of the rights, powers and remedies of a secured party under the Uniform Commercial Code of the state in which such rights, powers and remedies are asserted.

(b) The Secured Party shall have the right: (i) to enter upon the premises of the Obligor or any other place or places where Collateral is located, without breaking the peace, through self-help and without judicial process or giving the Obligor notice; (ii) to prepare, assemble, or process Collateral for sale, lease, or other disposition; (iii) to remove Collateral to the premises of the Secured Party or any agent of the Secured Party, for such time as the Secured Party may desire, in order to collect or dispose of Collateral; (iv) to require the Obligor to assemble Collateral and make it available to the Secured Party at a place to be designated by the Secured Party; and (v) to notify any depository institutions or securities intermediaries to cease accepting instructions from the Obligor with respect to any or all Deposit Accounts (excluding Deposit Accounts maintained in the ordinary course of business as payroll accounts or tax withholding accounts) or Securities Accounts maintained by the Obligor.

(c) Until the Secured Party is able to effect a sale, lease, or other disposition of Collateral or any part thereof, the Secured Party shall have the right to use, process or operate Collateral or any part thereof to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Secured Party.

(d) The Secured Party shall have the right to sell, lease, license, or otherwise dispose of all or any Collateral in its then existing condition, or after any further assembly, manufacturing, or processing thereof, at public or private sale or sales, in lots or in bulk, for cash or on credit, all as the Secured Party, in its sole reasonable discretion, may deem advisable. Without limitation, the Secured Party may specifically disclaim any warranties of title and the like. The Secured Party shall not be obligated to clean up or otherwise prepare the Collateral for sale. Such sales may be adjourned and continued from time to time with or without notice. The Secured Party shall have the right to conduct such sales on the Obligor's premises or elsewhere and shall have the right to use the Obligor's premises without charge for such sales (or preparation for sales) for such time or times as the Secured Party deems necessary or advisable. The Secured Party is hereby granted a license or other right to use, without charge, the Obligor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, and advertising matter, or any property of a similar nature as it pertains to Collateral, in advertising for sale or lease or the disposition of any Collateral. The Secured Party may purchase all or any part of the Collateral at public or, if permitted by law, private sale, and in lieu of actual payment of such purchase price may set off the amount of such Obligations whether or not such Obligations are matured. The Obligor agrees that any sale of Collateral conducted by the Secured Party in accordance with the foregoing provisions of this Section shall be deemed to be a commercially reasonable sale under the UCC. The Secured Party may comply with any applicable laws and regulations in connection with any exercise of remedies hereunder and such compliance shall not be considered to adversely affect the commercial reasonableness of such exercise of remedies.

9.2 Application of Proceeds. Subject to the rights of any prior security party, any proceeds received by the Secured Party in respect of any sale of collection from, or other realization upon all or any part of the Collateral following the occurrence of an Event of Default may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied by the Secured Party as follows: (i) first, to pay all reasonable costs, expenses and charges of every kind (including reasonable attorneys' fees and costs) for pursuing, searching, protecting, taking, removing, storing, safekeeping, caring, preparing for sale, advertising, selling and delivering the Collateral and otherwise enforcing this Agreement and the other Financing Documents; (ii) second, to pay the Obligations in order determined by the Secured Party in its sole discretion; and (iii) third, to pay the remaining funds, if any, after payment of all the Obligations in full, to the Obligor or to whomever may be lawfully entitled to receive such surplus. Payments received from any third party on account of disposition of Collateral shall not reduce the Obligations until paid in cash to the Secured Party. The application of proceeds by the Secured Party shall be without prejudice to the Secured Party's rights as against the Obligor or other persons with respect to any Obligations which may remain unpaid. Any such deficiency shall be paid forthwith to the Secured Party by the Obligor.

9.3 Notice. Any notice required to be given by the Secured Party of a sale, lease, or other disposition of Collateral, or any other intended action by the Secured Party, which is sent pursuant to Section 16 hereof at least ten (10) days prior to such proposed action, or such longer period as shall be specified by applicable law, shall constitute commercially reasonable and fair notice thereof to the Obligor.

9.4 Appointment of Secured Party as Lawful Attorney; Other Rights Upon Event of Default. The Obligor hereby irrevocably makes, constitutes and appoints the Secured Party and all persons designated by the Secured Party true and lawful attorney (and agent-in-fact) upon and after the occurrence of an Event of Default for the purposes set forth in the following sentences of this Section. Upon and after the occurrence of an Event of Default, the Secured Party or its agent may, without notice to the Obligor and at such time or times thereafter as the Secured Party or said agent in its sole discretion may determine, in the Obligor's or the Secured Party's name: (i) give notice to account debtors and other obligors and demand payment of Accounts or other obligations included in the Collateral; (ii) enforce payment and exercise all of the Obligor's rights and remedies with respect to the collection of Accounts, any Special Collateral and any other obligations by legal proceedings or otherwise; (iii) settle, adjust, compromise, discharge, release, extend or renew Accounts and other obligations; (iv) prepare, file and sign the Obligor's name on any proof of claim or similar document in any insolvency or similar case against any Account debtor or any person indebted to the Obligor; (v) endorse or sign the name of the Obligor upon any checks, drafts, chattel paper, document, instrument, invoice, freight bill, bill of lading, or similar document or agreement relating to Accounts, Inventory, or Special Collateral; (vi) use the Obligor's stationery and sign the name of the Obligor to verifications of Accounts and other obligations to Account debtors and other obligor; (vii) use the information recorded on or contained in any data processing equipment and computer hardware and software to which the Obligor has access relating to Accounts, Inventory, or Special Collateral; (viii) open any lock box; (ix) transfer into the name of the Secured Party or the name of the Secured Party's agent or nominee any of the Collateral; (x) make, settle and adjust claims under policies of insurance, endorse or sign the name of the Obligor on any check or other item of payment for the proceeds of such policies of insurance,

and make all determinations and decisions with respect thereto and (xiii) receive and direct the disposition of any proceeds of any Collateral.

10. SECURED PARTY'S EXPENSES, INCLUDING ATTORNEYS' FEES.

Regardless of the occurrence or existence of an Event of Default, the Obligor shall pay to the Secured Party, on demand, the amount of any reasonable costs or expenses (including reasonable attorneys' fees and expenses) paid or incurred at any time or times in connection with: (i) any attempts to defend, protect or enforce the Security Interest or the priority thereof, including the discharging of any prior or subsequent lien or adverse claim against any Collateral thereof which is not permitted hereunder (*provided, that*, notwithstanding anything to the contrary (x) such costs and expenses (including reasonable attorneys' fees and expenses) shall be limited to \$25,000, in respect of perfection of Collateral in the United States and (y) costs and expenses (including reasonable attorney's fees and expenses) in respect of perfection of collateral outside the United States shall be borne on an equal basis as between the Obligor and the Secured Party); (ii) any attempt to collect the Obligations or enforce any rights of the Secured Party, whether under this Agreement or other Financing Documents, or otherwise, against the Obligor or any other person under the Financing Documents; (iii) any litigation, dispute or proceeding (whether instituted by the Secured Party or any other person) in any way relating to Collateral, this Agreement, the other Financing Documents or the Obligor's affairs; or (iv) any amounts expended by the Secured Party under Section 6; or (v) the inspection, verification, protection, collection, sale, liquidation or other disposition of Collateral. Additionally, if any taxes or charges shall be payable on account of the execution or delivery of this Agreement, any other Financing Documents or the creation of any of the Obligations by reason of any existing or hereafter enacted federal, state or other regulation or statute (including any foreign country's regulations or statutes), the Obligor will pay all such taxes and charges, including any interest and/or penalty thereon, and will indemnify and hold the Secured Party harmless from and against liability in connection therewith. All obligations under this Section 10 shall constitute additional Obligations secured by the Collateral and shall bear interest at the same rate as provided for the largest amount of other Obligations.

11. ASSIGNMENT BY THE SECURED PARTY. The Obligor agrees that the Secured Party may assign or otherwise transfer this Agreement (in the same manner as it may assign or otherwise transfer the obligations under the Note), or any of other Financing Documents (in the manner described in such Financing Documents), and may deliver all or any of the Collateral to the permitted transferee(s), who shall thereupon become vested with all the powers and rights in respect thereto given to the Secured Party herein or in the Financing Documents transferred, and the Secured Party shall thereafter be fully discharged from any liability or responsibility with respect thereto, all without prejudice to the retention by the Secured Party of all rights and powers hereby given with respect to any Financing Documents, instruments, rights or property not so transferred.

12. REMEDIES NOT EXCLUSIVE; FORECLOSURES. No right or remedy hereunder is exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and shall be in addition to and without prejudice to every other remedy given hereunder, under any other agreement between the Obligor and the Secured Party or now or hereafter existing at law or in equity, and may be exercised from time to time as often as deemed expedient, separately or concurrently. The giving, taking or enforcement of or execution against

any other or additional security, collateral, or guaranty for the payment of the Obligations shall not operate to prejudice, waive or affect any rights, powers or remedies hereunder, nor shall the Secured Party be required to first look to, enforce, exhaust or execute against such other or additional security, or guarantees prior to so acting against the Collateral. The Secured Party may foreclose on or execute against the items of Collateral in such order as the Secured Party may, in its sole and unfettered discretion, determine.

13. WAIVERS. The failure or delay of the Secured Party to insist in any instances upon the performance of any of the terms, covenants or conditions of this Agreement or other Financing Documents, or to exercise any right, remedy or privilege herein or therein conferred, shall not impair or be construed as thereafter waiving any such covenants, remedies, conditions or provisions, but every such term, condition and covenant shall continue and remain in full force and effect; nor shall any waiver of an Event of Default suspend, waive or affect any other Event of Default, whether the same is prior or subsequent thereto and whether of the same or of a different type.

14. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

15. TERMINATION. This Agreement shall terminate upon the earlier to occur of: (i) payment in full and performance of all Obligations owed by the Obligor to the Secured Party pursuant to the Financing Documents (including payment in full and performance of all indebtedness, obligations and liabilities of other persons guaranteed by the Obligor) and the termination of all obligations of the Secured Party to extend credit under the Financing Documents, and (ii) the first date following the indefeasible satisfaction of all Obligations of Obligor pursuant to the Secured Term Note on which Power Balance has been current for 90 days on all invoices due pursuant to that certain *Long-Term Exclusive Supply Agreement* between Obligor and Secured Party dated as of May 1, 2010, as such agreement shall be amended from time to time, or any other agreement between the Secured Party and the Obligor in effect at such time.

16. NOTICE. All notices, demands and communications hereunder shall be in writing and shall be deemed to be duly delivered when personally delivered (including by courier or messenger), or two (2) business days after deposit in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth on the signature page hereof, or at such other address as any party shall have furnished to the other parties in writing.

17. GOVERNING LAW. To the extent applicable, this Agreement shall be governed by the Uniform Commercial Code of the State of California (or, to the extent applicable to the attachment, perfection, priority or enforcement of the Security Interest in any Collateral, the Uniform Commercial Code of any other state). With respect to any matters not so covered by the applicable Uniform Commercial Code, this Agreement shall otherwise be governed by the internal laws of the State of California.

18. ATTORNEYS' FEES AND OTHER COSTS. Should either party hereto institute any action or proceeding to enforce this Agreement or any provisions hereof or for a declaration of rights under this Agreement, or for arbitration of any dispute arising under this Agreement, the prevailing party in any such action, proceeding or arbitration shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action, proceeding or arbitration.

19. INDEMNIFICATION. The Obligor hereby agrees to indemnify and hold harmless the Secured Party and its directors, officers, employees and agents against and from any and all claims, actions, liabilities, costs and expenses of any kind or nature whatsoever (including reasonable fees and disbursements of counsel) that may be imposed on, incurred by, or asserted against any of them, in any way relating to or arising out of this Agreement, any exercise of remedies hereunder or any other action taken or omitted by them hereunder, except to the extent a court holds in final and nonappealable judgment that such claims, actions, liabilities, costs and expenses directly resulted from the gross negligence or willful misconduct of such indemnified Persons.

20. WAIVERS BY THE OBLIGOR. Except as otherwise expressly provided in this Agreement or the other Financing Documents, the Obligor waives: (i) presentment, demand, and protest and notice of presentment, protest, default, non-payment, maturity, release, compromise, settlement, extension, or renewal of any or all Financing Documents under or pursuant to which the Obligor may in any way be liable and hereby ratifies and confirms whatever the Secured Party may do in this regard; (ii) notice prior to taking possession or control of Collateral or any bond or security that might be required by any court prior to allowing the Secured Party to exercise any of the Secured Party's remedies; (iii) the benefit of all valuation, appraisal, and exemption laws; (iv) any right to require the Secured Party to proceed against any other person or collateral held from any other person; (v) any right to require the Secured Party to pursue any other remedy in the Secured Party's power whatsoever; or (vi) any defense arising out of any election by Secured Party to exercise or not exercise any right or remedy it may have against the Obligor, any other person or any security held by it, even though such election operates to impair or extinguish any right of reimbursement to subrogation or other right or remedy of the Obligor against any other person or any such security.

21. MISCELLANEOUS. The Obligor agrees that the following shall govern the interpretation and enforcement of this Agreement:

21.1 Binding on Successors. This Agreement shall be binding upon the Obligor, the heirs, executors, administrators, successors and assigns of the Obligor, and shall inure to the benefit of and be enforceable by the Secured Party, its successors, permitted transferees and permitted assigns.

21.2 "Obligor." If this Agreement is executed by two or more parties (other than the Secured Party), they shall be jointly and severally liable hereunder, and the word "Obligor" wherever used herein shall be construed to refer to each of the parties separately, all in the same manner, and with the same effect as if each of them had signed separate instruments, and in any such case, this Agreement shall not be revoked or impaired as to any one or more of

such parties by the death or dissolution of any of the others or by the revocation or release of any obligations hereunder of any one or more of such parties.

21.3 Partnerships. If any party hereto is a partnership, this Agreement shall remain in force and applicable notwithstanding any change in the individuals comprising the partnership and shall include any altered or successor partnership, but the predecessor partnerships and their partners shall not thereby be released from any liability.

21.4 No Oral Modifications. None of the terms or provisions of this Agreement may be waived, altered, modified, limited or amended except in writing signed by the parties hereto.

21.5 Execution by the Obligor Sufficient. This Agreement shall take effect upon the execution thereof by the Obligor and the Secured Party.

21.6 Section Titles. The section titles contained in this Agreement are merely for convenience and shall be without substantive meaning or content.

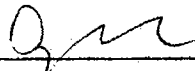
21.7 Construction. The word "including" shall have the inclusive meaning represented by the phrase "including without limitation." Unless the context of this Agreement clearly otherwise requires, the word "or" shall have the meaning represented by the phrase "and/or," references to the plural include the singular and references to the singular include the plural.

22. WAIVER OF JURY TRIAL. The Obligor and the Secured Party each irrevocably and unconditionally waive trial by jury in any action or proceeding relating to this Agreement or any other Financing Document and for any counterclaim therein.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first set forth above.

SECURED PARTY:

CONTEC CORP.

By: 

Printed Name: Denny Borge

Title: Vice President

Mailing Address:
1341 Descanso Drive
La Canada, CA 91011

Facsimile: 818-770-2181

Telephone: 818-516-7913

OBLIGOR:

POWER BALANCE, LLC

By: 

Printed Name: Henry G. Adamy Jr.

Title: CHAIRMAN, BOARD OF MANAGERS

Mailing Address:

Facsimile: _____

Telephone: _____

EXECUTION VERSION

SCHEDULE 1

Exact Legal Name(s):

Power Balance, LLC

Names of all Persons from Whom Assets Were Acquired in Last 5 Years:

SCHEDULE 2

Locations of Collateral:

30012 Ivy Glenn, Suite 180
Laguana Niguel, CA 92677

Principal Place of Business:

30012 Ivy Glenn, Suite 180
Laguana Niguel, CA 92677

SCHEDULE 3

Jurisdiction of Organization and Identification Number:

Delaware

SCHEDULE 4
INTELLECTUAL PROPERTY

Patents:

See attached list of patents.

Trademarks:

See attached list of Domestic and International Trademarks.

LIST OF PATENTS

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Next Due Date
Argentina	Bracelet Design	29/358650	9/30/2010	81472.00	9/30/2010	Registered	9/30/2015
Australia	Bracelet Design	14351/2010	9/30/2010	333439.00	9/30/2010	Registered	9/30/2015
Brazil	Bracelet Design	18100036781.00	9/30/2010			Pending	11/26/10
Canada	Bracelet Design	137372.00	9/30/2010	137372.00	5/19/2011	Registered	None
China	Bracelet Design	201030116921.70	4/22/2010	201030116921.70	3/10/2011	Registered	3/10/2012 (3rd year annual fee payment due)
China	Bracelet Design II	201030116919.00	4/22/2010	201030116919.X	3/10/2011	Registered	3/10/2012 (3rd year annual fee payment due)
China	Bracelet Design	ZL 2010 3 0146051.8	4/22/2010		9/15/2010	Registered	
China	Silicone necklace	201030146058.00	4/22/2010		11/24/2010	Registered	
China	Textile label	201030146056.00	4/22/2010		11/24/2010	Registered	
China	Metal Pendant necklace	201030146047.10	4/22/2010		11/24/2010	Registered	
China	Metal Pendant necklace II	201030146053.70	4/22/2010		11/24/2010	Registered	
China	Metal Pendant necklace III	201030146054.10	4/22/2010		10/27/2010	Registered	
CTM France	Bracelet Design		9/30/2010			Pending	12/21/2010
CTM (EU)	Bracelet Design	0001 758 517	9/30/2010	0001 758 517	9/23/2010	Registered	12/21/2010
CTM Switzerland	Bracelet Design		9/30/2010	137360.00	11/11/2010	Registration	12/21/2010







PATENT






REEL: 026545 FRAME: 0099





Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Next Due Date
Hong Kong	Design of bracelet	1000440.40			11/3/2010	Registered	
Hong Kong	Design of bracelet	1000439.20			11/3/2010	Registered	
Hong Kong	Necklace with metal pendant	1000792.0M004			4/30/2010	Registered	
Hong Kong	Neoprene bracelet	1000792.0M0003			4/30/2010	Registered	
Hong Kong	Article Badge/hologram	1000792.0M002			4/30/2010	Registered	
Hong Kong	Silicone necklace	1000792.0M001			4/30/2010	Registered	
Hong Kong	Necklace with metal pendant	1000792.0M006			4/30/2010	Registered	
Hong Kong	Necklace with metal pendant	1000792.0M005			4/30/2010	Registered	
Indonesia	Bracelet Design	A00-2010-002992	9/30/2010			Pending	11/30/2010
Korea (South)	Bracelet Design	30-2010-0042711	9/30/2010	30-0590910	2/24/2011	Registered	Annuity fee 2/24/201
Mexico	Bracelet Design	MX/ff/2010/002607	9/30/2010			Pending	12/30/2010
New Zealand	Bracelet Design	29/358650	9/30/2010	414108.00	11/23/2010	Registered	Renewal 3/30/2015
Norway	Bracelet Design	20100484.00	9/30/2010	82757.00	1/17/2011	Registered	Valid till 9/30/2015
Peru	Bracelet Design	000946-2010/DIN	9/30/2010	2738.00	2/28/2011	Registered	Expiration 9/30/2020
Russia	Bracelet Design		9/30/2010			Pending	None
San Marino	Bracelet Design	SM-D-201000007-001/001	9/30/2010			Publication on 4/15/2011	None
Singapore	Bracelet Design	D2010/873/D	9/30/2010	D2010/873/D	9/30/2010	Registered	9/30/2015
South Africa	Bracelet Design		9/30/2010			Filing.	12/30/2010
United States	Silicone Wristband	29/358,650	3/30/2010	D632,202 S	2/8/2011	Registered	Next renewal due 2/8/2025







Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Next Due Date
United States	Cloth Wristband	29/385,773	2/18/2011			Pending Newly filed application	
United States	Mount for securing an image to fabric	13/031,065	2/18/2011			Pending Newly filed application	
United States	Mouth Guard	13/046,039	3/11/2011			Pending Newly filed application	






LIST OF DOMESTIC AND INTERNATIONAL TRADEMARKS






Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Andorra	POWER · BALANCE	9, 14, 16, 25	28538	5/6/2010	28538	6/5/2010	Registered
Andorra	PB Design 	9, 14, 16, 25	28539	5/6/2010	28539	6/5/2010	Registered
Andorra	PB POWER BALANCE Design 	9, 14, 16, 25	28540	5/6/2010	28541	6/5/2010	Registered
Andorra	Stacked Design 	9, 14, 16, 25	28541	5/6/2010	28540	6/5/2010	Registered
Argentina	POWER · BALANCE	9, 14, 16, 25	2994954	4/14/2010			Pending
Argentina	PB Design 	9, 14, 16, 25		4/14/2010			Pending
Argentina	PB POWER BALANCE Design 	9, 14, 16, 25	299105	4/14/2010			Pending
Argentina	Stacked Design 	9, 14, 16, 25		4/14/2010			Pending



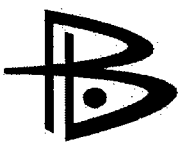




Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Australia - national	POWER BALANCE	9, 14, 16, 25	1357417	4/22/2010			Pending
Australia - national	PB Design 	16	1357418	4/22/2010			Pending
Australia - national	Stacked Design 	9, 14, 16, 25	1357419	4/22/2010			Pending
Australia - national	PB POWER BALANCE Design 	9, 14, 16, 25	1357420	4/22/2010			Pending
Australia - WIPO (IR1003799)	PB Design 	9, 14, 25	13407220	1/20/2009	1307220	11/23/2009	Registered
Australia - WIPO (IR988096)	POWER / BALANCE	3, 9, 16, 25, 32	1280097	9/22/2008	1280097	6/3/2009	Registered
Australia - national		14	1397727 85/164,865	10/19/2010 US Priority date			Pending





Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Australia - national		14	1397730 85/164,856	10/19/2010 US Priority date			Pending
Australia - national		14	1397729 85/164,840	10/19/2010 US Priority date			Pending
Australia - national		14	1397728 85/163,923	10/19/2010 US Priority date			Pending
Australia - national		9, 14, 16, 25	1397733 85/156,081	10/19/2010 US Priority date			Pending
Australia	USED BY ATHLETES WORLDWIDE	35		12/22/2010			Pending
Bahrain	POWER · BALANCE	9, 14, 16, 25	Cl. 9: 82710 Cl. 14: 82711 Cl. 16: 82712 Cl. 25: 82713	8/8/2010			Pending



Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Bahrain	PB Design 	9, 14, 16, 25	Cl. 9: 82698 Cl. 14: 82699 Cl. 16: 82700 Cl. 25: 82701	8/8/2010			Pending
Bahrain	PB POWER BALANCE Design 	9, 14, 16, 25	Cl. 9: 82702 Cl. 14: 82703 Cl. 16: 82704 Cl. 25: 82705	8/8/2010			Pending
Bahrain	Stacked Design 	9, 14, 16, 25	Cl. 9: 82706 Cl. 14: 82707 Cl. 16: 82708 Cl. 25: 82709	8/8/2010			Pending
Bolivia	POWER BALANCE	9, 14, 16, 25	Cl. 9: 4368-2010 Cl. 14: 4369-2010 Cl. 16: 4370-2010 Cl. 25: 4371-2010	10/1/2010			Pending
Bolivia	PB Design 	9, 14, 16, 25	Cl. 9: 4364-2010 Cl. 14: 4365-2010 Cl. 16: 4366-2010 Cl. 25: 4367-2010	10/1/2010			Pending
Bolivia	PB POWER BALANCE Design 	9, 14, 16, 25	Cl. 9: 4356-2010 Cl. 14: 4357-2010 Cl. 16: 4358-2010 Cl. 25: 4359-2010	10/1/2010			Pending
Bolivia	Stacked Design 	9, 14, 16, 25	Cl. 9: 4360-2010 Cl. 14: 4361-2010 Cl. 16: 4362-2010 Cl. 25: 4363-2010	10/1/2010			Pending




Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Brazil	POWER BALANCE	9, 14, 16, 25	Cl. 9: 830.665.862 Cl. 14: 830.665.870 Cl. 16: 830.665.889 Cl. 25: 830.665.897	7/8/2010			Pending
Brazil	PB Design 	9, 14, 16, 25	Cl. 9: 830.665.820 Cl. 14: 830.665.838 Cl. 16: 830.665.846 Cl. 25: 830.665.790	7/8/2010			Pending
Brazil	PB POWER BALANCE Design 	9, 14, 16, 25	Cl. 9: 830.665.811 Cl. 14: 830.665.803 Cl. 16: 830.665.781 Cl. 25: 830.665.897	7/8/2010			Pending
Brazil	Stacked Design 	9, 14, 16, 25	Cl. 9: 830.665.900 Cl. 14: 830.665.773 Cl. 16: 830.665.765 Cl. 25: 830.665.757	7/8/2010			Pending
Brazil	POWER / BALANCE	9	90148479	2/20/2009			Pending
Brazil	POWER / BALANCE	16	901468487	2/20/2009			Pending
Brazil	PB Design 	9	901497266	3/5/2009			Pending
Brazil	PB Design 	25	901497541	3/5/2009			Pending



Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Canada	POWER · BALANCE	9, 14, 16, 25	1496397	9/17/2010			Pending
Canada	PB Design 	14, 16	1496400	9/17/2010			Pending
Canada	PB POWER BALANCE Design 	9, 14, 16, 25	1496398	9/17/2010			Pending
Canada	Stacked Design 	9, 14, 16, 25	1496399	9/17/2010			Pending
Canada	POWER / BALANCE	9, 25	1431967	3/23/2009	TMA77095 3	10/5/2010	Registered
Canada	PB Design 	9, 25	1431641	3/19/2009	TMA77095 2	10/5/2010	Registered
Canary Islands	POWER · BALANCE	9, 14, 16, 25		8/26/2010			Pending
Canary Islands	PB Design 	9, 14, 16, 25		8/26/2010		Cautionary Notice Published	Cautionary Notice



Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Canary Islands	PB POWER BALANCE Design 	9, 14, 16, 25		8/26/2010		Cautionary Notice Published	Cautionary Notice
Canary Islands	Stacked Design 	9, 14, 16, 25		8/26/2010		Cautionary Notice Published	Cautionary Notice
Chile	POWER BALANCE	14, 16, 25	904.294	5/6/2010	918480	8/18/2011	Registered
Chile	PB Design 	16	904.295	5/6/2010			Pending
Chile	PB POWER BALANCE Design 	9, 14, 16, 25	904.296	5/6/2010			Pending
Chile	Stacked Design 	9, 14, 16, 25	904.297	5/6/2010			Pending
Chile	PB Design 	14	864.016	5/14/2009			Pending
Chile	PB Design 	9	864.017	5/14/2009			Pending








Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Chile	POWER/BALANCE	25	864.018	5/14/2009	914613	4/1/2011	Registered
China	POWER BALANCE Performance Technology (word mark)	3	8305367	5/18/2010			Pending
China	PB Design 	3	8305372	5/18/2010			Pending
China	POWER BALANCE	3	8305378	5/18/2010			Pending
China	POWER BALANCE (Chinese Characters)	3	8305604	5/18/2010			Pending
China	Stacked Design 	3	8305610	5/18/2010			Pending
China	Stacked Design 	9	7729139	9/27/2009	7729139	3/14/2011	Registered
China	POWER BALANCE Performance Technology (word mark)	9	8305368	5/18/2010			Pending
China	PB Design 	9	8305373	5/18/2010			Pending
China	POWER BALANCE	9	8305379	5/18/2010			Pending


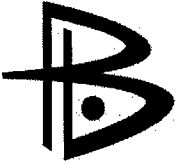




Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
China	POWER BALANCE (Chinese Characters)	9	8305605	5/18/2010			Pending
China	Stacked Design 	14	7729138	9/27/2009			Pending
China	POWER BALANCE	14	8305363	5/18/2010			Pending
China	POWER BALANCE Performance Technology (word mark)	14	8305369	5/18/2010			Pending
China	PB Design 	14	8305374	5/18/2010			Pending
China	POWER BALANCE (Chinese Characters)	14	8305606	5/18/2010			Pending
China	POWER BALANCE	16	8305364	5/18/2010			Pending










Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
China	POWER- BALANCE Performance Technology (word mark)	16	8305370	5/18/2010			Pending
China	PB Design 	16	8305375	5/18/2010			Pending
China	POWER BALANCE (Chinese Characters)	16	8305607	5/18/2010			Pending
China	Stacked Design 	16	8305611	5/18/2010			Pending
China	Stacked Design 	25	7729137	9/27/2009			Pending
China	POWER BALANCE	25	8305365	5/18/2010			Pending
China	POWER- BALANCE Performance Technology (word mark)	25	8305371	5/18/2010			Pending










Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
China	PB Design 	25	8305376	5/18/2010			Pending
China	POWER BALANCE (Chinese Characters)	25	8305608	5/18/2010			Pending
China	POWER BALANCE Performance Technology (word mark)	28	8328187	5/25/2010			Pending
China	PB Design 	28	8328259	5/25/2010			Pending
China	POWER BALANCE	28	8328260	5/25/2010			Pending
China	POWER BALANCE (Chinese Characters)	28	8328261	5/25/2010			Pending
China	POWER BALANCE Performance Technology (word mark)	28	8328262	5/25/2010			Pending










Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
China	POWER BALANCE	32	8305366	5/18/2010			Pending
China	PB Design 	32	8305377	5/18/2010			Pending
China	POWER BALANCE Performance Technology (word mark)	32	8305603	5/18/2010			Pending
China	POWER BALANCE (Chinese Characters)	32	8305609	5/18/2010			Pending
China	POWER BALANCE Performance Technology (word mark)	32	8305612	5/18/2010			Pending
Colombia	POWER.BALANCE	9,14,16,25	Cl. 9: 10 049222 Cl. 14: 10 049225 Cl. 16: 10 049228 Cl. 25: 10 049229				Pending
Colombia	PB POWER BALANCE Design 	9, 14, 16, 25	Cl. 9: 10.049.222 Cl. 14: 10.049.225 Cl. 16: 10.049.228 Cl. 25: 10.049.229	4/27/2010	4/27/2010	Cl. 9: 415881 Cl. 14: 415882 Cl. 16: pending registration Cl. 25: pending registration	12/17/2010 Registered








Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Colombia	PB Design 	9, 14, 16, 25	Cl. 9: 10.049.231 Cl. 14: 10.049.235 Cl. 16: 10.049.237 Cl. 25: 10.049.241	4/27/2010	Cl. 9: 415873 Cl. 14: 415874 Cl. 16: 415875 Cl. 25: 415876	12/17/2020	Registered
Colombia	Stacked Design 	9, 14, 16, 25	Cl. 9: 10.049.252 Cl. 14: 10.049.255 Cl. 16: 10.049.257 Cl. 25: 10.049.258	4/27/2010	Cl. 9: 415877 Cl. 14: 415878 Cl. 16: 415879 Cl. 25: 415880	12/17/2010	Registered
Costa Rica	POWER · BALANCE	9, 14, 16, 25	2010-0003589	4/26/2010	204483	10/15/2010	Registered
Costa Rica	PB Design 	9, 14, 16, 25	2010-0003594	4/26/2010	204494	10/15/2010	Registered
Costa Rica	PB POWER BALANCE Design 	9, 14, 16, 25	2010-0003591	4/26/2010	204485	10/15/2010	Registered
Costa Rica	Stacked Design 	9, 14, 16, 25	2010-0003590	4/26/2010	204485	10/15/2010	Registered
CTM	POWER · BALANCE	9, 14, 16, 25	009042664	4/21/2010			Pending
CTM	PB Design 	9, 14, 16, 25	9042672	4/21/2010			Pending
CTM	PB POWER BALANCE Design 	9, 14, 16, 25	9042681	4/21/2010			Pending

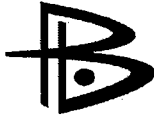






Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
CTM	Stacked Design 	9, 14, 16, 25	009042698	4/21/2010			Pending
CTM (IR0988096)	POWER / BALANCE	3, 9, 16, 25, 32	988096	9/22/2008	988096	9/22/2008	Registered
CTM (IR1003799)	PB Design 	9, 14, 25	1003799	1/20/2009	1003799	1/20/2009	Registered
Cyprus	POWER • BALANCE	9, 14, 16, 25	Cl. 9: 78317 Cl. 14: 78318 Cl. 16: 78319 Cl. 25: 78320	7/19/2010			Pending
Cyprus	PB Design 	9, 14, 16, 25	Cl. 9: 78305 Cl. 14: 78306 Cl. 16: 78307 Cl. 25: 78308	7/19/2010			Pending
Cyprus	PB POWER BALANCE Design 	9, 14, 16, 25	Cl. 9: 78309 Cl. 14: 78310 Cl. 16: 78311 Cl. 25: 78312	7/19/2010			Pending
Cyprus	Stacked Design 	9, 14, 16, 25	Cl. 9: 78313 Cl. 14: 78314 Cl. 16: 78315 Cl. 25: 78316	7/19/2010			Pending
Ecuador	POWER • BALANCE	9 14 16 25	230755 230756 230757	6/14/2010	6011-10 6012-10 6013-10	11/25/2010	Registered
Ecuador	PB Design 	9, 14, 16, 25	230770 230769 230768 230767	6/14/2010	6018-10 6017-10 6016-10 6015-10	11/25/2010	Registered








Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Ecuador	PB POWER BALANCE Design 	9, 14, 16, 25	230762	6/14/2010	1703-11 1704-11 1705-11	2/18/2011	Registered
Ecuador	Stacked Design 	9, 14, 16,	230762- 230759	6/14/2010	1627-11 1626-11 1625-11	3/10/2011	Registered
Egypt	POWER · BALANCE	9, 14, 16, 25	248512- 248515	7/11/2010			Pending
Egypt	PB Design 	9, 14, 16, 25	248516- 248519	7/11/2010			Pending
Egypt	PB POWER BALANCE Design 	9, 14, 16, 25	248520- 248523	7/11/2010			Pending
Egypt	Stacked Design 	9, 14, 16, 25	248524- 248527	7/11/2010			Pending
France	POWER · BALANCE	9, 14, 16, 25	10/3732726	04/23/2010	10/3732726		Pending
France	PB Design 	9, 14, 16, 25	10/3732725	04/23/2010			Pending
France	PB POWER BALANCE Design 	9, 14, 16, 25	10/3732722	04/23/2010	10/3732722	9/17/2010	Registered
France	Stacked Design 	9, 14, 16, 25	10/3732721	04/23/2010	10/3732721	9/17/2010	Registered
French Polynesia	POWER · BALANCE	9, 14, 16, 25				Published 05/01/2010	
French Polynesia	PB Design 	9, 14, 16, 25				Published 05/01/2010	




Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
French Polynesia	PB POWER BALANCE Design 	9, 14, 16, 25				Published 05/01/2010	
French Polynesia	Stacked Design 	9, 14, 16, 25				Published 05/01/2010	
Hong Kong	POWER.BALANCE	16	301596970	4/26/2010	301596970	8/20/2010	Registered
Hong Kong	PB Design 	16	301596989	4/26/2010	301596989	8/20/2010	Registered
Hong Kong	Stacked Design 	9, 14, 16, 25	301596998	4/26/2010	301596998	8/20/2010	Registered
Hong Kong	PB POWER BALANCE Design 	9, 14, 16, 25	301596961	4/26/2010	301596961	8/20/2010	Registered
Hong Kong	POWER / BALANCE	9, 14, 25	301306962	3/19/2009	301306962	3/19/2009	Registered
Hong Kong	PB Design 	9, 14, 25	301306971	3/19/2009	301306971	3/19/2009	Registered
India	POWER · BALANCE	9, 14, 16, 25					on hold
India	PB Design 	9, 14, 16, 25					on hold
India	PB POWER BALANCE Design 	9, 14, 16, 25					on hold
India	Stacked Design 	9, 14, 16, 25					on hold

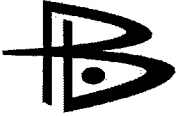



Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Indonesia	POWER · BALANCE	9, 14, 16, 25	TM/REG-106/10				Pending
Indonesia	PB Design 	9, 14, 16, 25	TM/REG-107/10				Pending
Indonesia	PB POWER BALANCE Design 	9, 14, 16, 25	TM/REG-109/10				Pending
Indonesia	Stacked Design 	9, 14, 16, 25	TM/REG-108/10				Pending
Iran	POWER · BALANCE	9, 14, 16, 25	1890 41421	7/13/2010			Pending
Iran	PB Design 	9, 14, 16, 25	1890 41422	7/13/2010			Pending
Iran	PB POWER BALANCE Design 	9, 14, 16, 25	1890 41420	7/13/2010			Pending
Iran	Stacked Design 	9, 14, 16, 25	1890 41423	7/13/2010			Pending
Iraq	POWER · BALANCE	9, 14, 16, 25	57092	7/12/2010			Pending
Iraq	PB Design 	9, 14, 16, 25	57094	7/12/2010			Pending
Iraq	PB POWER BALANCE Design 	9, 14, 16, 25	57093	7/12/2010			Pending
Iraq	Stacked Design 	9, 14, 16, 25	57095	7/12/2010			Pending








Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Israel	POWER · BALANCE	9, 14, 16, 25	Class 9: 229338 Class 14: 229,336 Class 16: 229,337 Class 25: 229,339	4/27/2010			Pending
Israel	PB Design 	9, 14, 16, 25	Class 9: 229349 Class 14: 229,348 Class 16: 229,345 Class 25: 229,3346	4/27/2010			Pending
Israel	PB POWER BALANCE Design 	9, 14, 16, 25	Class 9: 229353 Class 14: 229,352 Class 16: 229,351 Class 25: 229,350	4/27/2010			Pending
Israel	Stacked Design 	9, 14, 16, 25	Class 9: 229360 Class 14: 229,363 Class 16: 229,362 Class 25: 229,361	4/27/2010			Pending
Japan	POWER · BALANCE	9, 14, 16, 25	2010-50288	6/24/2010			Pending
Japan	PB Design 	9, 14, 25	2010-50289	6/24/2010	1003799	1/28/2011	Registered
Japan	PB POWER BALANCE Design 	9, 14, 16, 25	2010-50290	6/24/2010			Pending
Japan	Stacked Design 	9, 14, 16, 25	2010-50291	6/24/2010			Pending
Japan	PB Design 	9, 14, 16, 25	1003799	10/7/2008	1003799	1/20/2009	Registered






Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Jordan	POWER · BALANCE	9, 14, 16, 25	CI. 9: 27503 CI. 14: 27506 CI. 16: 27505 CI. 25: 27504	7/11/2010	CI.9: 113189 CI.14: 113176 CI. 16: 113188 CI:25 113179	2/12/2011	Registered
Jordan	PB Design 	9, 14, 16, 25	CI. 9: 27516 CI. 14: 27517 CI. 16: 27514 CI. 25: 27515	7/11/2010	CI 9: 113186 CI 14: 113177 CI 16: 113182 CI25: 113174	2/12/2011	Registered
Jordan	PB POWER BALANCE Design 	9, 14, 16, 25	CI. 9: 27512 CI. 14: 27513 CI. 16: 27507 CI. 25: 27511	7/11/2010	CI 9: 113175 CI 14: 113180 CI 16: 113173 CI 25: 113183	2/12/2011	Registered
Jordan	Stacked Design 	9, 14, 16, 25	CI. 9: 27521 CI. 14: 27520 CI. 16: 27518 CI. 25: 27519	7/11/2010	CI 9: 113178 CI 14: 113181 CI 16: 113187 CI 25: 113184	2/12/2011	Registered
Korea	POWER · BALANCE	9, 14, 16, 25	40-2010- 0023232	4/30/2010			Pending
Korea	PB Design 	9,14, 16,25	40-2010- 0023233	4/26/2010			Pending
Korea	PB POWER BALANCE Design 	9, 14, 16, 25	40-2010- 0023234	4/30/2010			Pending
Korea	Stacked Design 	9, 14, 16, 25	40-2010- 0023233	4/30/2010			Pending
Korea	POWER BALANCE	9, 25	40-2009- 0002242	1/16/2009	815455	3/2/2010	Registered
Korea	PB Design 	9, 25	40-2009- 0001849-1	1/16/2009	815456	3/2/2010	Registered





Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Kuwait	POWER · BALANCE	9, 14, 16, 25	CI 9: 113097 CI 14: 113098 CI. 16: 113099 CI. 25: 113100	12/7/2010			Pending
Kuwait	PB Design 	9, 14, 16, 25	CI 9: 113101 CI 14: 113102 CI. 16: 113103 CI. 25: 113104	12/7/2010			Pending
Kuwait	PB POWER BALANCE Design 	9, 14, 16, 25	CI 9: 113105 CI 14: 113106 CI. 16: 113107 CI. 25: 113108	12/7/2010			Pending
Kuwait	Stacked Design 	9, 14, 16, 25	CI 9: 113109 CI 14: 113110 CI. 16: 113111 CI. 25: 113112	12/7/2010			Pending
Lebanon	POWER · BALANCE	9, 14, 16, 25	5787	7/13/2010	129809	7/19/2010	Registered
Lebanon	PB Design 	9, 14, 16, 25	5890	7/13/2010	130170	8/9/2010	Registered
Lebanon	PB POWER BALANCE Design 	9, 14, 16, 25	5789	7/13/2010	130167	8/9/2010	Registered
Lebanon	Stacked Design 	9, 14, 16, 25	5786	7/13/2010	129811	7/19/2010	Registered
Mauritius	POWER · BALANCE	9,14,16,25	MU/M/11/1297 9	3/23/2011			Pending
Mauritius	PB Design 	9,14,16,25	MU/M/11/1298 0	3/23/2011			Pending






Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Madrid Protocol (Benelux, European Union, Japan, Korea, Norway, Russia, Singapore, Switzerland, Vietnam)	Configuration trademark 	14	IR 1065402 A0022712	1/4/2011	WIPO registration 1065402	1/4/2011	
Madrid Protocol (Benelux, European Union, Japan, Korea, Norway, Russia, Singapore, Switzerland, Vietnam)	Configuration trademark 	14	IR 1065291 A0022713	1/4/2011	WIPO registration 1065291	1/4/2011	
Madrid Protocol (Benelux, European Union, Japan, Korea, Norway, Russia, Singapore, Switzerland, Vietnam)	Configuration trademark 	14	IR 1065403 A0022670	1/3/2011	WIPO registration 1065403	1/3/2011	
Malaysia	POWER / BALANCE	16					








Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Malaysia	PB Design 	9, 14, 16, 25	CI9: 2010050362, CI14: 2010050364, CI16: 2010050365, CI25: 2010050366	5/5/2010			
Malaysia	Stacked Design 	9, 14, 16, 25	CI9: 2010050367, CI14: 2010050368, CI16: 2010050370, CI25: 2010050371	5/5/2010			Pending
Malaysia	PB POWER BALANCE Design 	9, 14, 16, 25	CI9: 2010050372, CI14: 2010050374, CI16: 2010050375, CI25: 2010050376	5/5/2010			Pending
Malaysia	POWER / BALANCE	9, 14, 25	Cl. 9: 9008153 Cl. 14: 9008154 Cl. 25: 9008155	5/19/2009			Pending
Mexico	POWER • BALANCE	9, 14, 16, 25	1104038 1104039 1104040 1104041	7/13/2010			Pending
Mexico	PB Design 	14, 16, 25	1104042 1104043 1104044	7/13/2010			Pending






Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Mexico	PB POWER BALANCE Design 	9, 14, 16, 25	1104046 1104049 1104050 1104053	7/13/2010			Pending
Mexico	Stacked Design 	9, 14, 16, 25	1104054 1104055 1104057 1104058	7/13/2010			Pending
Mexico	POWER/BALANCE	9	999770	4/3/2009			Pending
Mexico	PB Design 	9	999776	4/3/2009			Pending
Morocco	POWER · BALANCE	9, 14, 16, 25					Pending
Morocco	PB Design 	9, 14, 16, 25					Pending
Morocco	PB POWER BALANCE Design 	9, 14, 16, 25					Pending
Morocco	Stacked Design 	9, 14, 16, 25					Pending
New Zealand	POWER BALANCE PERFORMANCE TECHNOLOGY	16	822418	4/13/2010	822418	10/14/2010	Registered
New Zealand	Power Balance shape of wristband 	9,14,16,25	834851	12/14/2010			Pending









Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
New Zealand	Power Balance shape of wristband (USA version) 	9,14,16,25	834902	12/14/2010			Pending
New Zealand	Power Balance 	14	834849	12/14/2010			Pending
New Zealand	Power Balance (USA version) 	14	834903	12/14/2010			Pending
New Zealand	Power Balance 	14	834903	12/14/2010			Pending
New Zealand	Power Balance 	14	834852	12/14/2010			Pending







Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
New Zealand	Power Balance (USA version) 	14	834852	12/14/2010			Pending
New Zealand	Power Balance shape of bands circular portions (USA version) 	14	834904	12/14/2010			Pending
New Zealand	Power Balance shape of band diamond feature 	14	834854	12/14/2010			Pending
New Zealand	Power Balance shape of band diamond feature (USA version) 	14	834911	12/14/2010			Pending






Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
New Zealand	Power Balance shape of band square connector 	14	834853	12/14/2010			Pending
New Zealand	Power Balance shape of band square connector (USA version) 	14	834905	12/14/2010			Pending
New Zealand	POWER · BALANCE	9,14,16,25	823752	5/6/2010			Pending
New Zealand	PB POWER BALANCE Design 	9,14,16,25	823754	5/6/2010			Pending
New Zealand	Stacked Design 	9,14,16,25		5/6/2010			Pending
New Zealand	PB Design 	9,14,16,25		5/6/2010			Pending
New Zealand	POWER · BALANCE	9, 14, 16, 25	823752	5/5/10			Pending









Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
New Zealand	PB Design 	9, 14, 16, 25	823757	5/6/2010	823757	5/6/2010	Registered
New Zealand	PB POWER BALANCE Design 	9, 14, 16, 25	829755	5/5/10			Pending
New Zealand	Stacked Design 	9, 14, 16, 25	823754	5/5/10			Pending
Norway	POWER / BALANCE	9, 14, 16, 25					Pending
Norway	PB Design 	9, 14, 16, 25					Pending
Norway	PB POWER BALANCE Design 	9, 14, 16, 25					Pending
Norway	Stacked Design 	9, 14, 16, 25					Pending
Oman	POWER • BALANCE	9, 14, 16, 25	63770, 63765. 63768, 63769	7/17/2010			Pending
Oman	PB Design 	9, 14, 16, 25	63758, 63755, 63756, 63757	7/17/2010			Pending










Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Oman	PB POWER BALANCE Design 	9, 14, 16, 25	63762, 63759,63760,6 3761	7/17/2010			Pending
Oman	Stacked Design 	9, 14, 16, 25	63767, 63763, 63764, 63766	7/17/2010			Pending
Panama	POWER · BALANCE	9, 14, 16, 25	CI 9:189973 CI 14: 189974 CI. 16: 189983 CI. 25: 189981	5/14/2010	CI 9:189973 CI 14: 189974 CI. 16: 189983 CI. 25: 189981	5/14/2010	Registered
Panama	PB Design 	9, 14, 16, 25	CI 9:189980 CI 14: 189988 CI. 16: 189985 CI. 25: 189987	5/14/2010	CI 9:189980 CI 14: 189988 CI. 16: 189985 CI. 25: 189987	5/14/2010	Registered
Panama	PB POWER BALANCE Design 	9, 14, 16, 25	CI 9:189991 CI 14: 189975 CI. 16: 189977 CI. 25: 189979	5/14/2010	CI 9:189991 CI 14: 189975 CI. 16: 189977 CI. 25: 189979	5/14/2010	Registered
Panama	Stacked Design 	9, 14, 16, 25	CI 9:189976 CI 14: 189975 CI. 16: 189990 CI. 25: 189978	5/14/2010	CI 9:189976 CI 14: 189975 CI. 16: 189990 CI. 25: 189978	5/14/2010	Registered
Paraguay	POWER · BALANCE	9, 14, 16, 25	CI. 9: 16306/2010 CI: 14:16305/2010 CI. 16:16304/2010 CI. 25 :16307/2010	4/29/10			Pending




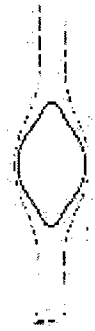
Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Paraguay	PB Design 	9, 14, 16, 25	Cl. 9:16303/2010 Cl. 14:16303/2010 Cl. 16:16303/2010 Cl. 25 :16303/2010	4/29/10			Pending
Paraguay	PB POWER BALANCE Design 	9, 14, 16, 25	Cl. 9:16315/2010 Cl. 14:16313/2010 Cl. 16:16314/2010 Cl. 25 :16312/2010	4/29/10			Pending
Paraguay	Stacked Design 	9, 14, 16, 25	Cl. 9: 16308/2010 Cl: 14: 16311/2010 Cl. 16:16308/2010 Cl. 25 16309/2010	4/29/10			Pending
Peru	POWER · BALANCE	9, 14, 16, 25	421839-2010	5/24/2010			Pending
Peru	PB Design 	9, 14, 16, 25	421840-2010	5/24/2010	2100	2/14/2011	Registered
Peru	PB POWER BALANCE Design 	9, 14, 16, 25	421841-2010	5/24/2010	2115	2/15/2011	Registered
Peru	Stacked Design 	9, 14, 16, 25	421942-2010	5/24/2010	2114	2/15/2011	Registered
Philippines	POWER-BALANCE	16	42010004905	5/11/2010	4.201E+10	11/4/2010	Registered
Philippines	POWER / BALANCE	9, 14, 25	04-2009- 005060	5/22/2009	04-2009- 005060	2/25/2010	Registered
Philippines	PB Design 	16	42010004906	5/11/2010	4.201E+10	11/4/2010	Registered
Philippines	PB Design 	9, 14, 25	04-2009- 005061	5/22/2009	04-2009- 005061	2/25/2010	Registered







Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Philippines	PB POWER BALANCE Design 	9, 14, 16, 25	42010004908	5/11/2010	4.201E+10	5/11/2010	Registered
Philippines	Stacked Design 	9, 14, 16, 25	42010004907	5/11/2010	4.201E+10	1/20/2011	Registered
Portugal CTM (9042664)	POWER · BALANCE	9, 14, 16, 25	9042664	4/21/2010	9042664	9/20/2010	Registered
Portugal CTM (9042672)	PB Design 	9, 14, 16, 25	9042672	4/21/2010			Pending
Portugal WIPO (IR9042681)	PB POWER BALANCE Design 	9, 14, 16, 25	9042681	4/21/2010			Pending
Portugal WIPO (IR9042698)	Stacked Design 	9, 14, 16, 25	009042698	4/21/2010			Pending
Portugal WIPO (IR988096)	POWER / BALANCE	3, 9, 16, 25, 32	988096	9/22/2008	988096	12/10/2009	Registered
Portugal WIPO (IR1003799)	PB Design 	9, 14, 25	1003799	1/20/2009	1003799		Pending








Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Portugal (CTM 9042681)	PB POWER BALANCE Design 	9, 14, 16, 25	9042681	4/21/2010	9042681	9/20/2010	Registered
Portugal (CTM 9042698)	Stacked Design 	9, 14, 16, 25	9042698	4/21/2010	9042698	9/20/2010	Registered
Puerto Rico	POWER · BALANCE	9, 14, 16, 25	72544 - Cl. 14 72545 - Cl. 09 72546 - Cl. 16 72547 - Cl. 25	8/10/2010			Pending
Puerto Rico	PB Design 	9, 16	72530 - Cl. 16 72531 - Cl. 09	8/10/2010			Pending
Puerto Rico	PB POWER BALANCE Design 	9, 14, 16, 25	72532 - Cl. 14 72533 - Cl. 25 72537 - Cl. 16 72538 - Cl. 9	8/10/2010			Pending
Puerto Rico	Stacked Design 	9, 14, 16, 25	72540 - Cl. 09 72541 - Cl. 14 72542 - Cl. 16 72543 - Cl. 25	8/10/2010			Pending
Puerto Rico	POWER/BALANCE PB Design (Composite?)	9	64667	3/18/2009			Pending
Puerto Rico	POWER/BALANCE PB Design (Composite?)	14	64668	3/18/2009			Pending
Puerto Rico	POWER/BALANCE PB Design (Composite?)	25	64670	3/18/2009			Pending
Qatar	POWER · BALANCE	9, 14, 16, 25	Class 9: 63767 Class 14: 63768 Class 16: 63769 Class 25: 63770	9/1/2010			Pending







Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Qatar	PB Design 	9, 14, 16, 25	Class 9: 63755 Class 14 63756 Class 16: 63757 Class 25 63758	9/1/2010			Pending
Qatar	PB POWER BALANCE Design 	9, 14, 16, 25	Class 9: 63759 Class 14 63760 Class 16: 63761 Class 25 63762	9/1/2010			Pending
Qatar	Stacked Design 	9, 14, 16, 25	Class 9: 63763 Class 14 63764 Class 16: 63765 Class 25 63766	9/1/2010			Pending
Reunion Islands	POWER · BALANCE	9, 14, 16, 25				Published 05/18/2010	
Reunion Islands	PB Design 	9, 14, 16, 25				Published 05/18/2010	
Reunion Islands	PB POWER BALANCE Design 	9, 14, 16, 25				Published 05/18/2010	
Reunion Islands	Stacked Design 	9, 14, 16, 25				Published 05/18/2010	
Russia	POWER · BALANCE	9, 14, 16, 25	2010713768	4/27/2010	434796	4/8/2011	Registered
Russia	PB Design 	16	2010713769	4/27/2010	434797	4/8/2011	Registered
Russia	PB POWER BALANCE Design 	9, 14, 16, 25	2010713770	4/27/2010	434799	4/8/2011	Registered








Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Russia	Stacked Design 	9, 14, 16, 25	2010713771	4/27/2010	434798	4/8/2011	Registered
Russia	PB Design 	9, 14, 25	1003799	1/20/2009	1003799	1/20/2009	Registered
Saudi Arabia	POWER · BALANCE	9, 14, 16, 25	157136-157139	7/13/2010			Pending
Saudi Arabia	PB Design 	9, 14, 16, 25	157124-157127	7/13/2010			Pending
Saudi Arabia	PB POWER BALANCE Design 	9, 14, 16, 25	157128-157131	7/13/2010			Pending
Saudi Arabia	Stacked Design 	9, 14, 16, 25	157132-157135	7/13/2010			Pending
Singapore	POWER · BALANCE	9, 14, 16, 25	T1004876E	4/21/2010	T1004876J	4/21/2010	Registered
Singapore	PB Design 	9, 14, 16, 25	T1004877E	4/21/2010	t1004877E	4/21/2010	Registered
Singapore	Stacked Design 	9, 14, 16, 25	T1004878E	4/21/2010	T1004878G	4/21/2010	Registered
Singapore	PB POWER BALANCE Design 	9, 14, 16, 25	T1004879E	4/21/2010	T10004879E	4/21/2010	Registered
South Africa	PB Design 	16	2010-09316	5/4/2010			Pending







Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
South Africa	PB POWER BALANCE Design 	9, 14, 16, 25	2010-09312 2010-09313 2010-09314 2010-09315	5/4/2010			Pending
South Africa	Stacked Design 	9, 14, 16, 25	2010-09308 2010-09309 2010-09310 2010-09311	5/4/2010			Pending
South Africa	POWER / BALANCE	9	2009/05947	3/31/2009			Pending
South Africa	POWER / BALANCE	14	2009/05948	3/31/2009			Pending
South Africa	POWER / BALANCE	25	2009/05949	3/31/2009			Pending
South Africa	PB Design 	9 14 25	2009/05950 2009/05951 2009/05952	3/31/2009			Pending
South Africa	Configuration trademark 	14	2011/07497	3/30/2011			Pending





Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
South Africa	Configuration trademark 	14	2011/07496	3/30/2011			Pending
South Africa		14	2011/07495	3/30/2011			Pending
Switzerland	POWER · BALANCE	9, 14, 16, 25	54294/2010	04/30/2010	608438	11/26/2010	Registered
Switzerland	PB Design 	9, 14, 16, 25	54297/2010	04/30/2010	604977	9/13/2010	Registered
Switzerland	PB POWER BALANCE Design 	9, 14, 16, 25	54298/2010	04/30/2010	604978	9/13/2010	Registered
Switzerland	Stacked Design 	9, 14, 16, 25	54299/2010	04/30/2010	604979	9/13/2010	Registered
Syria	POWER · BALANCE	9, 14, 16, 25	7526, 7529, 7530, 7531	7/12/2010			Pending
Syria	PB Design 	9, 14, 16, 25	7535, 7534, 7533, 7536	7/12/2010			Pending









Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Syria	PB POWER BALANCE Design 	9, 14, 16, 25	7532, 7524, 7527, 7523	7/12/2010			Pending
Syria	Stacked Design 	9, 14, 16, 25	7522, 7521, 7525, 7528	7/12/2010			Pending
Taiwan	POWER / BALANCE	9, 14, 25	99021711	5/6/2010	1455355	3/1/2011	Registered
Taiwan	PB Design 	16	99021714	5/6/2010	1454020	3/1/2011	Registered
Taiwan	PB POWER BALANCE Design 	9, 14, 16, 25	99021712	5/6/2010	1455356	3/1/2011	Registered
Taiwan	Stacked Design 	9, 14, 16, 25	99021713	5/6/2010	1455357	3/1/2011	Registered
Taiwan	POWER / BALANCE	9, 14, 25	98012483	3/31/2009	1399224	3/31/2009	Registered
Taiwan	PB Design 	9, 14, 25	98010634	3/31/2009	1415609	6/16/2010	Registered
Thailand	POWER · BALANCE	9, 14, 16, 25	CI9: 765644, CI14: 765645, CI16: 765646, CI25: 765647	4/28/2010			Pending
Thailand	PB Design 	9, 14, 16, 25	CI9: 765648, CI14: 765649, CI16: 765650, CI25: 765651	4/28/2010			Pending






Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Thailand	PB POWER BALANCE Design 	9, 14, 16, 25	CI9: 765652, CI14: 765653, CI16: 765654, CI25: 765655	4/28/2010			Pending
Thailand	Stacked Design 	9, 14, 16, 25	CI9: 765656, CI14: 765657, CI16: 765658, CI25: 765659	4/28/2010			Pending
Tunisia	POWER · BALANCE	9, 14, 16, 25					Pending
Tunisia	PB Design 	9, 14, 16, 25					Pending
Tunisia	PB POWER BALANCE Design 	9, 14, 16, 25					Pending
Tunisia	Stacked Design 	9, 14, 16, 25					Pending
Turkey	POWER · BALANCE	9, 14, 16, 25					Pending
Turkey	PB Design 	9, 14, 16, 25					Pending

Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Turkey	PB POWER BALANCE Design 	9, 14, 16, 25					Pending
Turkey	Stacked Design 	9, 14, 16, 25					Pending
UAE	POWER · BALANCE	9, 14, 16, 25	144635- 144638	7/11/2010	Class 014: 134933	3/27/2011	Registered in Class 014 only all other classes still pending
UAE	PB Design 	9, 14, 16, 25	144623- 144626	7/11/2010			Pending
UAE	PB POWER BALANCE Design 	9, 14, 16, 25	144631- 144634	7/11/2010			Pending
UAE	Stacked Design 	9, 14, 16, 25	144627- 144630	7/11/2010			Pending
United Kingdom	POWER · BALANCE	9, 14, 16, 25	2546364	04/28/2010	2564364	4/28/2010	Registered
United Kingdom	PB Design 	9, 14, 16, 25	2546369	04/28/2010	2546369	8/6/2010	Registered
United Kingdom	PB POWER BALANCE Design 	9, 14, 16, 25	2546371	04/28/2010	2546371	8/6/2010	Registered

Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
United Kingdom	Stacked Design 	9, 14, 16, 25	2546372	04/28/2010	2546372	8/6/2010	Registered
United States	POWER • BALANCE	9, 14, 16, 25	85/026,914	4/30/2010			Pending
United States	PB Design 	9	85/026,916	4/30/2010			Pending
United States		9, 14, 16, 25	85/026,919	4/30/2010			Pending
United States		9, 14, 16, 25	85/026,920	4/30/2010			Pending
United States	LIFE'S BETTER AT FULL STRENGTH	9, 14	77833258	9/23/2009			Pending
United States	POWER / BALANCE	3, 9, 16, 25, 32	77/077,142	1/5/2007	3524766	10/28/2008	Registered
United States	PB Design 	14, 16, 25	77/587,286	10/7/2008	3747583	2/9/2010	Registered
United States	PERFORMANCE TECHNOLOGY	9, 14, 16, 25	85/176,930	11/15/2010			Pending
United States		14	85/164,865	10/29/2010			Pending

Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
United States		14	85/164,856	10/29/2010			Pending
United States		14	85/164,840	10/29/2010			Pending
United States		14	85/163,923	10/28/2010			Pending
United States		9, 14, 16, 25	85/156,081	10/19/2010			Pending
United States	POWER TONIC	14	85/194,461	12/9/2010			Pending
Uruguay	POWER · BALANCE	9, 14, 16, 25	411838	04/27/2010			Pending

Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Uruguay	PB Design 	9, 14, 16, 25	411839	04/27/2010			Pending
Uruguay	PB POWER BALANCE Design 	9, 14, 16, 25	411837	04/27/2010			Pending
Uruguay	Stacked Design 	9, 14, 16, 25	411836	04/27/2010			Pending
Venezuela	POWER · BALANCE	9, 14, 16, 25	7233/10- 7236/10	05/18/2010			Pending
Venezuela	PB Design 	9, 14, 16, 25	7237/10- 7240/10	05/18/2010			Pending
Venezuela	PB POWER BALANCE Design 	9, 14, 16, 25	7245/10- 7248/10	05/18/2010			Pending
Venezuela	Stacked Design 	9, 14, 16, 25	7241/10- 7244/10	05/18/2010			Pending
Vietnam	POWER · BALANCE	9, 14, 16, 25	4-2010-08635	4/22/2010			Pending
Vietnam	PB Design 	9, 14, 16, 25	4-2010-08636	4/22/2010			Pending
Vietnam	PB POWER BALANCE Design 	9, 14, 16, 25	4-2010-08637	4/22/2010			Pending

Country	Mark	Classes	App. No.	App. Date	Reg. No.	Reg. Date	Status
Vietnam	Stacked Design 	9, 14, 16, 25	4-2010-08638	4/22/2010			Pending
WIPO	POWER / BALANCE	3, 9, 16, 25, 32	988096	9/22/2008	988096	9/22/2008	Registered
WIPO	PB Design 	9, 14, 25	1003799	1/20/2009	1003799	1/20/2009	Registered
WIPO	PERFORMANCE TECHNOLOGY	14, 16, 25	1071485		1071485	2/15/2011	Registered
Yemen	POWER • BALANCE	9, 14, 16, 25	52652	8/25/2010			Pending
Yemen	PB Design 	9, 14, 16, 25	52653	8/25/2010			Pending
Yemen	PB POWER BALANCE Design 	9, 14, 16, 25	52654	8/25/2010			Pending
Yemen	Stacked Design 	9, 14, 16, 25	52655	8/25/2010			Pending