

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	License Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genesis Bradford Limited	Pro-Fit International Limited	04/07/2003	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	ProFit International Limited
Street Address:	Albion Road
City:	Albion Mills, Bradford
State/Country:	UNITED KINGDOM
Postal Code:	BD10 9TF
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76121854	P
Registration Number:	2412721	PRO-FIT

CORRESPONDENCE DATA	
Fax Number:	(248)645-1568
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-645-1483
Email:	IPDocket@h2law.com
Correspondent Name:	Howard & Howard Attorneys P.C.
Address Line 1:	39400 Woodward Ave., Suite 101
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER:	65008-020
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	

OP \$65.00 76121854

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John P. Seuryneck

Total Attachments: 5

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**THIS AGREEMENT** is made the 7<sup>th</sup> day of April 2003 BETWEEN Genesis textiles (Bradford) Limited (formerly known as ProFit International Limited), Company Registration No. 2772601, a British company of Albion Mills, Albion Road, Bradford, BD10 9TF (hereinafter called "the Proprietor") of the one part and ProFit International Limited, Company Registration No. 2915940, a British company of Albion Mills, Albion Road, Bradford, BD10 9TF (hereinafter called "the Licensee") of the other part.

**WHEREAS** the Proprietor is the proprietor of the trade marks of which short particulars are set out in the Schedule hereto (hereinafter referred to as "the Trade Marks")

**AND WHEREAS** the Licensee desires to use the Trade Marks in all the Territories for which they are registered and in relation to all the goods and services for which they are registered (hereinafter referred to as "the Goods of Permitted Use")

**NOW IT IS HEREBY AGREED** as follows:

**1. Authority to Use**

- (a) The Proprietor hereby authorises the Licensee to use the Trade Mark in the Territory upon or in relation to the Goods of Permitted Use provided that they are supplied to the Licensee by the Proprietor or they are manufactured by the Licensee in accordance with the specification drawn up by the Proprietor and supplied to the Licensee observing any directions by or teaching of the Proprietor from time to time in accordance with the provisions relating to the Standard of Quality hereinafter contained;

- (b) The authority hereby granted shall be exclusive.

## **2. Standard of Quality**

- (a) The Licensee undertakes to use the Trade Mark only in relation to Goods of Permitted Use manufactured wholly in accordance with said specifications, directions and teachings supplied by the Proprietor to the Licensee from time to time.
- (b) The Licensee will permit the Proprietor or his authorised representative at all reasonable times to enter the Licensee's premises where the Goods of Permitted Use are fabricated, processed, or stored for the purposes of inspection thereof, and the Licensee shall at the request of the Proprietor promptly submit random samples free of all cost to the Proprietor for inspection of the Licensee's premises.
- (c) The Licensee undertakes to keep and procure to be kept confidential all information and material which is designated confidential concerning specifications, directions and teachings provided by the Proprietor to the Licensee hereunder.

## **3. Rights in Respect of Infringement**

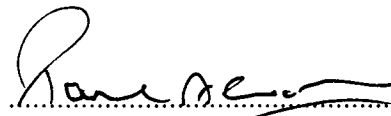
The Licensee may in the event that he comes into possession of evidence that the Trade Mark is being infringed call upon the Proprietor to take such action as the Proprietor is advised is appropriate in respect thereof, and upon the Proprietor refusing so to do or in the event of the Proprietor failing to initiate proceedings in respect thereof within two months of being called upon to take action the Licensee may take such action in its own name.

## **4. Duration and Termination**

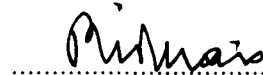
- (a) This Agreement shall operate as from the date hereof and shall continue, subject to the provisions for termination hereinafter contained, for the period that the Licencee markets the Goods of Permitted Use.
- (b) If either party commits a breach of any of the terms hereof which remains unremedied for 30 days after notice thereof given or if the Licensee becomes insolvent or ceases whether voluntarily or not to carry on business in the Goods of Permitted Use, the other party may terminate this Agreement by notice in writing expiring at any time after the date of the notice..
- (c) On termination or expiration hereof the Licensee shall cease to use the Trade Mark and will do all things reasonably necessary on its part to enable the Proprietor to correct the registrar's records.

IN WITNESS whereof the parties hereto have signified their entry into this Agreement by procuring this Agreement to be signed by authorised persons

**SIGNED AS A DEED** For and on behalf of.:

  
 .....Genesis Textiles (Bradford) Limited  
 (Capacity: *DIRECTOR* )


**SIGNED AS A DEED** For and on behalf of.:

  
 .....ProFit International Limited  
 (Capacity: *DIRECTOR* )

## SCHEDULE

Mark	Country	Application No.	Registration Number
PRO-FIT	GB		1586459
PRO-FIT	USA		2412721
'P' logo	GB		2225948
'P' logo	Canada	1073057	
'P' logo	Community TM		001779206
'P' logo	USA	76/121854	
COMFORT ZONE	GB		2133822
COMFORT ZONE	Community TM		001565951

I, Peter Robert Wharton, a Chartered Patent Attorney of Urquhart-Dykes & Lord, do hereby certify that this is a true copy of an original deed.

Signed:.....

**P. R. WHARTON**

*Dated:* 5 January 2004