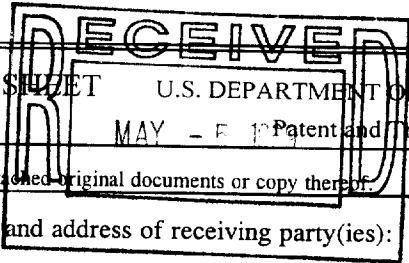


06-30-1999



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RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY Patent and Trademark Office



Record of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MOUNTAINSMITH, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State of **COLORADO**
- Other _____

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):

Name: **MOUNTAINSMITH LLC**

Internal Address: **18301 WEST COLFAX AVENUE**

Street Address: **18301 WEST COLFAX AVENUE**

City: **GOLDEN** State: **COLORADO**

ZIP: **80302**

- Individual citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other **DELAWARE LIMITED LIABILITY COMPANY**

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

5-5-99

3. Nature of conveyance

- Assignment Merger
- Security Agreement Change of Name
- Other _____
- Execution Date: **JANUARY 22, 1997**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) B. Trademark Registration No.(s) **1,703,288**

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **STEVEN C. PETERSEN**

Internal Address: **1900 FIFTEENTH STREET**

Street Address: **1900 FIFTEENTH STREET**

City: **BOULDER** State: **CO** ZIP: **80302**

6. Total number of applications and registrations involved: 1

7. Total Fee (37 C.F.R. 3.41) \$ **40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

6/29/1999 TTD411 00000173 1703288

FC:481

40.00 UP

DO NOT USE THIS SPACE

9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

SUSAN L. MARTIN
Name of Person Signing

Susan L. Martin
Signature

May 4, 1999
Date

Total number of pages comprising cover sheet: [4]

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into this 22nd day of January, 1997, by and between MOUNTAINSMITH, INC., a Colorado corporation with its principal place of business located at 18301 West Colfax Avenue, Golden, Colorado 80401, and White River Outfitters, Inc., an Arkansas corporation with its principal place of business located at 2nd and Dalton, Cotter, Arkansas 72626 (collectively, "Assignors"), and Mountainsmith LLC, a Delaware limited liability company with its principal place of business located at 18301 West Colfax Avenue, Golden, Colorado 80401 ("Assignee").

WHEREAS, Assignors and Kohn Acquisition Corporation, a Colorado corporation ("Kohn Acquisition"), have previously entered into that certain Asset Purchase Agreement dated as of November 5, 1996, as amended (the "Asset Purchase Agreement");

WHEREAS, one or both of the Assignors are the owners of certain trademarks, servicemarks, trade name and trade dress (the "Marks") used in connection with the designing, manufacturing, advertising and selling of backpacking, mountaineering and other recreational equipment (the "Business");

WHEREAS, pursuant to the Asset Purchase Agreement Assignors have agreed to transfer entire ownership of all Marks and associated goodwill related to the Business to Kohn Acquisition;

WHEREAS, Kohn Acquisition and Assignee have entered into the Assignment and Assumption Agreement, dated January 22, 1997, providing for, among other things, the assignment by Kohn Acquisition, and the assumption by Assignee, of all of Kohn Acquisition's rights and obligations under the Asset Purchase Agreement, including the right to assignment of the Marks;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and obligations contained herein and in the Asset Purchase Agreement, the parties hereto agree as follows:

Assignors hereby grant, transfer, assign and convey to Assignee, its successors and assigns, the entire title, interest, ownership, and rights, whether statutory or at common law, in and to the Marks, including without limitation those described in Exhibit A attached hereto and incorporated herein by reference, and all goodwill associated therewith, and all registrations and pending applications therefor, in the United States of America, in any of the states, and in any foreign country, together with all causes of action for any and all previously occurring infringements of the rights assigned hereunder and the right to receive and retain the proceeds relating to those infringements. Whether the rights shall be enforced, exploited, preserved, registered or maintained is at the sole discretion of the Assignee.

The parties hereto agree to execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to effectuate the transactions contemplated hereby.

EXECUTED EFFECTIVE as of the date first above written.

ASSIGNORS

MOUNTAINSMITH, INC.

By: 

Brian D. Kohn

Chief Executive Officer

WHITE RIVER OUTFITTERS, INC.

By: 

Peter G. Peitz

President

ASSIGNEE

MOUNTAINSMITH LLC

By: 

Brian D. Kohn

President

Accepted and Agreed to this
22 day of January, 1997:

KOHN ACQUISITION CORPORATION

By: 

Brian D. Kohn

President

EXHIBIT A

TRADEMARKS AND TRADENAMES

All trademarks, servicemarks, trade name and trade dress used in connection with the Business, whether statutory, at common law or registered, which Assignors hold or to which Assignors are entitled, including but not limited to:

1. Mountainsmith - Reg. No. 1,703,288
2. Mountainsmith, Inc.
3. Mountainsmith device
4. Cyclesmith - Reg. No. 1,762,718 in the U.S. Patent and Trademark Office
5. Cyclesmith device - Reg. No. 1,768,568 in the U.S. Patent and Trademark Office
6. German trademark registrations for Mountainsmith and device, and Cyclesmith and device.
7. Travelsmith
8. Revolution - filed 12/12/96