



101956307

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sporting Lives, Inc.

1-15-02

- Individual
- General Partnership
- Corporation-State (Idaho)
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

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

Name: SOS, Inc.

Address: 1385 8<sup>th</sup> Street

City: Arcata State: California ZIP: 95518

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No

(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 4, 2001

4(a). Trademark Application No.(s):

4(b). Trademark Registration No.(s): 2,065,751

Additional numbers attached?  Yes  No

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

Name Charles E. Peeler

Address: KING & SPALDING  
191 Peachtree Street, N.E.  
Atlanta, Georgia 30303-1763

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) enclosed: \$ 40.00

**DO NOT USE THIS SPACE**

8. 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.*

*I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Trademarks, Washington, DC 20231, on December 19, 2001.*

Charles E. Peeler  
Name of Person Signing

Signature

Date

12/19/01

Attorney Docket No: 05241.039056

Total number of pages including cover sheet: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Trademarks  
Box Assignments  
Washington, DC 20231

01/23/2002 TDIAZI 00000043 2065751

01 FC:481

40.00 DP

**TRADEMARK**  
**REEL: 002427 FRAME: 0937**

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), dated as of December 1, 2001, is between Sporting Lives, Inc., an Idaho corporation (the "Company"), and SOS, Inc., a Delaware corporation ("Purchaser").

### RECITALS

A. The Company and Purchaser have entered into an Asset Purchase Agreement, dated as of October 30, 2001 (the "Agreement").

B. The Company owns the intellectual property described in Exhibit A to this Assignment (the "Intellectual Property"). Exhibit A sets forth a true and complete list of all material intellectual property rights, including patents, trademarks, service marks, trade dress, domain names and trade names (including all U.S. federal, State and foreign registrations pertaining thereto and applications therefor), and all copyright registrations and applications therefor, applicable to or used in the Business (as defined in the Agreement).

C. In accordance with the Agreement, Purchaser desires to acquire the entire right, title and interest in said Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. Transfer. The Company hereby sells, assigns, transfers and sets over to Purchaser all of its right, title and interest in and to the Intellectual Property, including, without limitation, the goodwill associated with all trademarks, service marks, trade dress, and trade names, and the right of priority to file patent applications in any and all countries; the Intellectual Property to be held and owned by Purchaser for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as it would have been held and enjoyed by the Company had such assignment not been made. To the extent the foregoing assignment is ineffective for any reason, the Company hereby grants to Purchaser the exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, worldwide right and license (including the right to sublicense through multiple tiers of sublicensees) to make, reproduce, modify, make derivative works of, use and sell the Intellectual Property.

3. Further Assurances. The Company hereby authorizes and requests the duly authorized officials of any jurisdiction to take such action as may be required to give effect to the sale, assignment and transfer made herein to Purchaser, its successors and assigns; and the Company further agrees to do all things as Purchaser may reasonably request to effectuate such sale, assignment and transfer with respect to the Intellectual Property.

4. Subsequent Transfers. If the Company owns or has rights to any intellectual property that is not listed on Exhibit A, the Company shall assign and hereby agrees to assign such intellectual property to Purchaser, and the Company further agrees to do all things necessary, proper, or advisable as Purchaser may reasonably request to effectuate such sale, assignment and transfer with respect to such intellectual property.

5. Counterparts. This Assignment may be executed in multiple counterparts and by the parties hereto on separate counterparts which, taken together, shall constitute one binding agreement. This Assignment shall also be deemed duly executed, delivered and in full force and effect if each of the parties hereto has properly executed a signature page to this Assignment, designated as such (a "Signature Page") on which such party's signature is called for.

6. Conflicts. This Assignment is made pursuant to the Agreement, and is subject to the terms and conditions thereof. If any conflict exists between this Assignment and the Agreement, the Agreement shall control.

7. Severability. Any provision hereof which is prohibited or unenforceable in any Jurisdiction will, as to such Jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other Jurisdiction.

8. Entire Agreement. This Assignment and the documents referred to herein constitute the entire agreement among the parties hereto relating to the subject matter hereof and supersede any prior understandings, agreements, or representations between or among the parties, written or oral, to the extent they related in any way to the subject matter hereof. Notwithstanding the foregoing, this Assignment shall not supersede any other written agreement between or among the parties entered into on or after the date hereof.

9. Enforcement of Assignment. The parties acknowledge and agree that each other party would be damaged irreparably in the event any of the provisions of this Assignment are not performed in accordance with their specific terms and that any breach of this Assignment by any party could not be adequately compensated by monetary damages. Accordingly, the parties agree that, in addition to any other right or remedy to which a party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Assignment by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of the provisions of this Assignment, without posting any bond or other undertaking.

10. Succession and Assignment. This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

11. Number; Gender. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other gender.

12. Captions. The Section, Subsection and other titles and captions contained in this Assignment are inserted herein only as a matter of convenience of reference, shall not be deemed part of this Assignment and shall in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof. Unless otherwise specified to the contrary, all references to Sections are references to Sections of this Assignment.

13. Controlling Law; Amendment; and Certain Construction Rules. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to Delaware choice of law rules. This Assignment may not be amended, modified or supplemented except by a written agreement of the parties. No provision of this Assignment shall be construed against or interpreted to the disadvantage of any party hereto by any governmental body by reason of such party's or such person's counsel having or being deemed to have structured or drafted such provision.

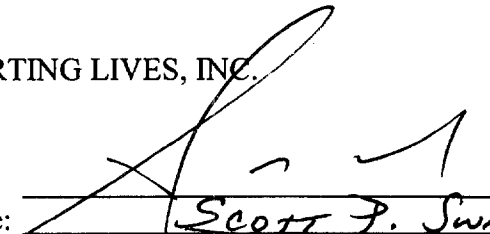
14. No Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended, or shall be construed, to confer upon or give any person other than the parties hereto and their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment, or result in any person's being deemed a third party beneficiary of this Assignment.

15. Waiver. Any agreement on the part of a party hereto to any extension or waiver of any obligation of any other party hereunder shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty or as a waiver by any other party. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

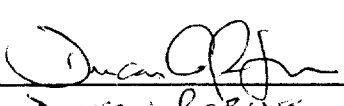
COMPANY:

SPORTING LIVES, INC.

By:   
Name: SCOTT F. SWANBY  
Title: PRESIDENT

PURCHASER:

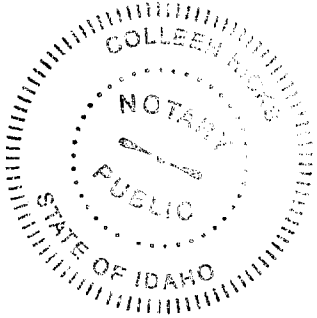
SOS, INC.

By:   
Name: DUNCAN ROBINS  
Title: CEO

ACKNOWLEDGMENT

State of Idaho )  
County of Payette ) ss  
 )

The foregoing was acknowledged before me on 4<sup>th</sup> Dec, 2001, by Scott Swanby as President of Sporting Lives, Inc., an Idaho corporation, for and on behalf of said corporation.



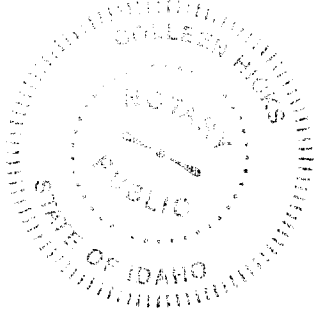
Colleen Hicks  
Notary Public, State at Large

My Commission Expires: 2-08-2007

ACKNOWLEDGMENT

State of Idaho )  
County of Payette ) ss  
 )

The foregoing was acknowledged before me on 4<sup>th</sup> Dec, 2001, by Duncan Robins as CEO of SOS, INC., a Delaware corporation, for and on behalf of said corporation.



Colleen Hicks  
Notary Public, State at Large

My Commission Expires: 2-08-2007

**Exhibit A**



1. Sospenders® logo United States  
Patent and Trademark Office Registration Number 2,065,751 dated May 27, 1997.

[REDACTED]

[REDACTED]

4. Patent Application No. 09/656,233 - "Reversible Inflatable Personal Flotation Device."

5. Patent Application No. 09/679,732 - "Personal Flotation Device."

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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