

05-30-2002

Form PTO-1594 (Rev. 09-00) 2-20-02 RE
0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

[Handwritten signature]

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

1. Name of conveying party(ies):
HARD CORPS SPORTS, LLC
2270 DAGNY WAY, STE. 212, LAFAYETTE, CO 80026
5-25-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: SNOWMASS APPAREL, INC.
Internal Address: _____
Street Address: 9600 TOLEDO WAY
City: IRVINE State: CA Zip: 92618
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State CALIFORNIA
 Other _____
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Corporate Guaranty
Execution Date: ✓ October 2, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
75849031
B. Trademark Registration No.(s) _____
2385753 and 1516438
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: _____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: BRYAN M. FRIEDMAN, ESQ.
Internal Address: _____
FRIEDMAN PETERSON STROFFE & GERARD
Street Address: _____
19800 MACARTHUR BLVD., SUITE 1100
City: IRVINE State: CA Zip: 92612-2425

7. Total fee (37 CFR 3.41).....\$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
FEB 20 2002

DO NOT USE THIS SPACE

9. Signature.
BRYAN M. FRIEDMAN, ESQ. *[Signature]* 1/24/02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 0

03/06/2002 DBYRNE 0000042 75849031
01 FC:481 40.00 DP
02 FC:482 50.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002515 FRAME: 0453

CORPORATE GUARANTY

This Corporate Guaranty ("Guaranty") is entered into this 2nd day of October 2001, by and between Hard Corps Sports LLC ("Hard Corps"), a Delaware corporation and Snowmass Apparel, Inc. ("Snowmass"), a California corporation.

WHEREAS, Hard Corps is the registered owner of the HARD CORPS ("Trademark") trademark.

WHEREAS, Hard Corps and Snowmass entered into that certain Production and Sales Agreement dated April 23, 2001 ("Agreement").

WHEREAS, Hard Corps seeks to grant Snowmass a Guaranty for the credit risk to Snowmass for all non-factor approved orders as specified in Exhibit "A", along with relevant conditions, attached hereto ("Listing of Accounts Guaranteed by Hard Corps Sports, LLC", dated October 1, 2001).

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

1. Guaranty. Hard Corps hereby guarantees Snowmass for the credit risk associated with the shipping of all non-factor credit approved orders. The total value of the non-factor credit approved orders as at October 1, 2001 is \$702,313.15, refer to Exhibit "A". The total value of non-factor credit approved orders is defined as, the gross dollar shipped less reasonable discounts and deposits received. It is understood by both parties that Exhibit "A" is incomplete, and will be updated from time to time, as mutually agreed. Updates to Exhibit "A" include additional orders from the accounts listed in Exhibit "A", additional non-factor approved accounts, and additional factor approval of accounts.
2. Term of Guaranty. This Guaranty shall become effective as of the date hereof, and shall continue until Snowmass is reimbursed by Hard Corps for any and all uncollected non-factor credit approved orders, as specified in Exhibit "A".
3. Collateral. This Guaranty is secured by and on the corporate assets of Hard Corps, including a first security interest in the registered, common law, and/or pending Hard Corps trademarks ("Trademarks"). Hard Corps represents and warrants that Hard Corps is, to the best of its knowledge, the sole and exclusive owner of the Trademarks. Hard Corps further represents and warrants that the Trademarks are free and clear of any and all liens and encumbrances. In order to perfect the collateral, it is understood and intended by both parties that Snowmass will complete a UCC1 filing on the corporate assets of Hard Corps on or about October 15, 2001.

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HARD CORPS SPORTS

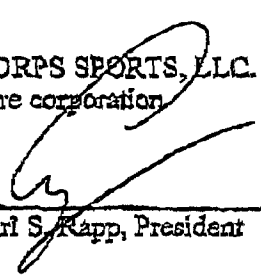
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- 4. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of California. The parties agree to the exclusive jurisdiction of the courts of the State of California and hereby waive all objections to such jurisdiction and venue.
- 5. Attorneys' Fees. In the event that any action is brought hereunder to enforce any of the rights or obligations herein, the prevailing party shall recover, in addition to any other recovery that may be awarded, its reasonable attorneys' fees and litigation costs.

A fully executed facsimile copy of this agreement shall be deemed an original for any and all purposes.

HARD CORPS SPORTS, LLC.
A Delaware corporation

By: 
Carl S. Rapp, President

SNOWMASS APPAREL, INC.
A California corporation


By: 
George Wong, CEO

Exhibit A**List of accounts guaranteed by Hard Corps Sports, LLC**

As of October 1, 2001

Account Name	Code	Order Amount	Sales Rep	Comments
Alpine Hut	ALP77	3,148.48	Watterson	
Aspen Ski & Patio	ASP00	5,812.10	Lamkin	
Barrie's Ski	BAR18	4,238.43	Watterson	PDC required
Bart's Inner Ski	BAR18	5,984.60	Maxey	PDC required
Bavarian Village	BAV02	5,759.10	Lamkin	
Bear Naked Sports	BEA08	3,366.88	Dupuis	PDC required
Breckenridge Ski Enterprises	BRE23	10,953.25	Dupuis	
Cascade Mountain	CAS05	21,733.00	Madeira	Uniform account
Christy Sports	CSL01	134,330.33	Dupuis	
Crystal Mountain Ski Shop	CRY00	4,107.95	Watterson	
Cury's Sport Shop	CUR01	7,937.63	Brennan	
Duke Designs	DUK00	273.50	House	personal order
Eflin Sports	EFL00	3,035.46	Dupuis	
Emilio's	EMI02	3,003.80	Brennan	SMC member
Footloose	FOO02	5,713.05	Dupuis	
Gene Taylor Sports	GEN14	5,237.21	Dupuis	PDC required
H & H Jobbing	H&H03	22,403.50	House	
Jupa Sports	JUS05	831.50	House	
Kenver Ltd	KEN12	2,624.68	Taft	
Little Mountain	LIT32	8,686.84	Lamkin	SMC member
McGhies Ski Chalet	MCG01	3,421.72	Fisher	SSL member
Mountain Sports	MOU55	1,251.60	Taft	
Nestor's Warming Hut	NES00	11,053.00	Brennan	SMC member
Nick Sandric's	NIC01	1,582.00	Taft	
Northern Ski Works	NOR66	10,504.68	Taft	
Outer Limits	OUT14	3,265.91	Brennan	Factor took half
Paragon Athletic	PAR08	5,022.15	Brennan	
Purple Alpine	PUR20	7,569.18	Taft	50% cc;50%PDC
REI	REI06	68,029.77	Watterson	
RJ Bradley's	WES16	1,834.18	Taft	
The Ski Company	SCM01	2,668.50	Brennan	PDC required
Serve and Volley	SER03	1,239.50	Maxey	
Ski & Sport Haus	SK142	5,048.04	Lamkin	SSL member
Ski Depot	SKD01	5,147.50	Brennan	
Ski World of Orlando	SKI40	1,477.50	Maxey	PDC required
Snowcrest Ski Center	SNO30	3,841.05	Lamkin	
Snowbird Corp	SNO38	6,978.22	Edwards	
Steve's Ski Systems	STE70	3,834.01	Lamkin	
Stevie's Inc	STE90	6,216.04	Maxey	
Summit Sports	SUM08	1,864.26	Lamkin	PDC required
Village Sports Den	SPD01	254,872.50	Madeira	ISB Letter of Credit
Taos Ski Valley	TAO01	23,553.00	Dupuis	
The Ski Shop	THE50	11,423.55	Taft	PDC required
Ullr's Ski Shop	ULL03	1,434.00	Watterson	PDC required
Total		702,313.15		

Relevant Conditions:

1. SSL & SMC members guaranteed only if submitted and approved through their respective Buying Group
2. PDC accounts only guaranteed if PDC checks received for full amount of order