

06-11-2002



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Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Gaiam International, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

6-3-02

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

3. Nature of conveyance:

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

Execution Date: May 1, 2002

2. Name and address of receiving party(ies)

Name: Gaiam, Inc.

Internal

Address: Suite 300

Street Address: 360 Interlocken Blvd.

City: Broomfield State: CO Zip: 80021

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- 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

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

A. Trademark Application No.(s)

75/441,594

B. Trademark Registration No.(s)

2,073,836

Additional number(s) attached Yes No

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

Name: Jonathan Kirsch

Internal Address: Suite 1700

Street Address: 1875 Century Park East

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARKS
FINANCE SECTION
MAY 10 2002

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.

Jonathan Kirsch

Name of Person Signing

[Signature]
Signature

6-3-02
Date

Total number of pages including cover sheet, attachments, and document: 7

06/10/2002 LNWELLER 00000182 75441594

01 FC:481
02 FC:482

40.00
525.00 DP

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

TRADEMARK
REEL: 002523 FRAME: 0115

CONTINUATION OF ITEM 4

Trademark Application Nos.	Trademark Registration Nos.
75/441,583	2,194,961
75/882,781	2,193,301
76/129,584	2,193,333
76/129,585	2,394,592
76/314,966	2,403,142
76/292,682	2,405,037
76/297,913	2,567,707
76/289,585	2,361,194
76/304,250	2,378,910
	2,441,867
	2,532,828

Trademark Assignment
Gaiam International, Inc. — Gaiam, Inc.

TRADEMARK ASSIGNMENT

Gaiam International, Inc. — Gaiam, Inc.

Dated as of May 1, 2002 (“Effective Date”).

For good and sufficient consideration, adequacy and receipt of which are hereby acknowledged by all parties, GAIAM INTERNATIONAL, INC., a California corporation, hereby assigns, conveys, grants and transfers to GAIAM, INC., a Colorado corporation, its successors and assigns, wholly, exclusively, irrevocably, in perpetuity and throughout the world, any and all rights in and to the Gaiam International Trademarks, as the term is defined below, and any and all business, reputation and/or good will symbolized by and/or associated therewith, which Gaiam International, Inc., may own, claim or control, including but not limited to that portion of Gaiam International, Inc.’s ongoing and existing business associated with the intended or actual use of the Gaiam International Trademarks.

1. **The Gaiam International Trademarks.** As used in this Trademark Assignment, the defined term “Gaiam International Trademarks” refers to and includes each and all of the marks set forth in Schedule “1” attached hereto and incorporated herein by reference, and any and all variants thereof:

2. **Assignment of Trademark Applications and Registrations.** Without limiting the generality of the foregoing, Gaiam International, Inc. hereby assigns to Gaiam, Inc. each and every pending trademark application and completed trademark registration set forth on Schedule “1” hereto, and any and all rights thereunder.

3. **Use of the Gaiam International Trademarks by Gaiam International, Inc.** To the extent necessary or convenient to secure registration and ownership of the Gaiam International Trademarks by Gaiam, Inc., the parties acknowledge and agree that any and all use of the Gaiam International Trademarks by Gaiam International, Inc., whether before the Effective Date or after the Effective Date pursuant to license, and/or otherwise, shall inure solely to the benefit of Gaiam, Inc.

4. **Warranties, Representations, Covenants, and Indemnities.** Gaiam International, Inc. hereby warrants, represents and covenants to Gaiam, Inc. that (a) no rights in or to the Gaiam International Trademarks have been assigned, conveyed, granted, licensed, hypothecated, encumbered or otherwise transferred to any person or entity at any time prior to and/or through the Effective Date, and (b) Gaiam International, Inc. shall not purport to assign, convey, grant, license, hypothecate, encumber or otherwise transfer any such rights to any person or entity at any time on or after the Effective Date, and (c) Gaiam International, Inc. hereby agrees to indemnify, defend and hold Gaiam, Inc. harmless against any claims based on

Trademark Assignment
Gaiam International, Inc. — Gaiam, Inc.

allegations which, if true, would constitute a breach of the foregoing warranties, representations and covenants.

5. **Additional Documents.** Gaiam International, Inc. agrees to sign such additional documents as Gaiam, Inc. may deem necessary or convenient in order to give full force and effect to the terms of this Trademark Assignment, including but not limited to forms and documents to be filed in the Patent and Trademark Office to effect the transfer of pending applications and completed registrations of the Gaiam International Trademarks to Gaiam, Inc.

6. **Applicable Law.** Regardless of the place of its physical execution, this Trademark Assignment shall be interpreted, construed and governed in all respects by the laws of the State of Colorado.

7. **Modification and Waiver.** This Trademark Assignment may not be modified or altered except by a written instrument signed by the party to be charged. No waiver of any term or condition of this Trademark Assignment, or of any breach of this Trademark Assignment or any portion thereof, shall be deemed a waiver of any other term, condition or breach of this Trademark Assignment or any portion thereof.

8. **Headings.** Headings and footers are for convenience only and are not to be deemed part of this Trademark Assignment.

9. **Binding on Successors.** This Trademark Assignment shall be binding on and inure to the benefit of the successors, assigns, and licensees of the parties.

10. **Arbitration.** Any dispute arising under this Trademark Assignment shall be submitted to confidential binding arbitration in Broomfield, Colorado. The arbitrator(s) and the rules of arbitration shall be subject to the mutual agreement of the parties. If no agreement is reached, then any party may petition to compel arbitration in Broomfield, Colorado, in any court of competent jurisdiction. Any arbitration award may be entered and enforce as a judgment in any court of competent jurisdiction. The parties shall be entitled to conduct reasonable discovery as permitted by the arbitrator(s), and to seek interim relief, and temporary, preliminary or permanent injunctive relief, in any court of competent jurisdiction during the pendency of the arbitration and/or in order to enforce the terms of any arbitration award. The parties hereby expressly waive their right to trial, including their right to trial by jury.

11. **Attorneys' Fees.** In any action on this Trademark Assignment, including litigation and arbitration, each party shall bear its own attorneys' fees and costs.

12. **Entire Agreement.** The parties acknowledge that they have communicated with each other by letter, telephone and/or in person in negotiating this Trademark Assignment. However, the parties further acknowledge and agree that this Trademark Assignment supersedes

Trademark Assignment
Gaiam International, Inc. — Gaiam, Inc.

and replaces all other communications between them, and represents their complete and entire agreement regarding the Gaiam International Trademarks.

13. **No Employment or Other Relationship.** The parties acknowledge and agree that this Trademark Assignment is an arm's length transaction between independently contracting parties, and no partnership, joint venture, trust, or other legal relationship is created between them.

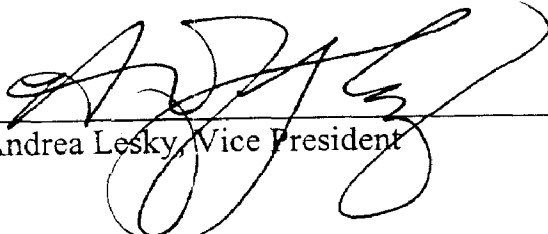
14. **Authority of Signatories.** Each signatory to this Trademark Assignment hereby warrants and represents that he or she is fully authorized to act on behalf of the party in whose name he or she is executing this Trademark Assignment.

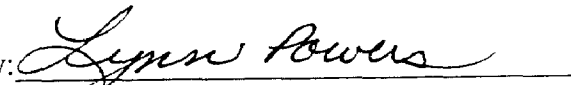
15. **Counterparts.** This Trademark Assignment may be signed in any number of counterparts, and, as so executed, the counterparts shall constitute one agreement binding on all parties.

IN WITNESS WHEREOF, the parties have set their hands to this Trademark Agreement as of the Effective Date.

GAIAM INTERNATIONAL, INC.
A California corporation

GAIAM, INC.
A Colorado corporation

By: 
Andrea Lesky, Vice President

By: 
Lynn Powers, President

GAIAM INTERNATIONAL TRADEMARKS**Schedule 1 to Trademark Assignment****Dated as of May 1, 2002****Page 1 of 2**

MARK	Class	Serial Number	Registration Number
LIVING ARTS (Word Mark)	35	75/131,148	2,073,836
LIVING ARTS (Design Mark)	35	75/269,031	2,194,961
LIVING ARTS (Word Mark)	9	75/269,000	2,193,301
LIVING ARTS (Word Mark)	16	72/277,086	2,193,333
LIVING YOGA (Word Mark)	25	75/441,601	2,394,592
LIVING YOGA (Design Mark)	25	75/459,450	2,403,142
LIVING YOGA (Word Mark)	28	75/441,639	2,405,037
LIVING YOGA (Word Mark)	9	75/441,803	2,567,707
LIVING YOGA (Word Mark)	16	75/441,594	
LIVING YOGA (Word Mark)	41	75/441,583	
LIVING YOGA (Design Mark)	18	75/456,906	2,361,194

GAIAM INTERNATIONAL TRADEMARKS**Schedule 1 to Trademark Assignment****Dated as of May 1, 2002****Page 2 of 2**

MARK	Class	Serial Number	Registration Number
LIVING YOGA (Design Mark)	21	75/649,449	2,378,910
LIVING YOGA (Word Mark)	27	75/649,517	2,441,867
BALANCE BALL (Word Mark)	28	75/882,745	2,532,828
BALANCE BALL FITNESS (Word Mark)	9	75/882,781	
YOGA CONDITIONING (Word Mark)	9	76/129,584	
YOGA CONDITIONING (Design Mark)	9	76/129,585	
TRICORD (Word Mark)	28	76/314,966	
TRICORD (Word Mark)	9	76/292,682	
TRICORD (Word Mark)	16	76/297,913	
YOGA ESSENTIALS (Word Mark)	28	76/289,585	
CHI ESSENTIALS (Word Mark)	28	76/304,250	