

03-19-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



102394384

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): 3-17-03
Cloudveil Mountain Works, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State : Wyoming
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Cloudveil Mountain Works LLC
Internal
Address: _____
Street Address: 155 East Pearl Avenue
City: Jackson State: WY Zip: 83002-1810
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability co.
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 _____
Execution Date: November 1, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2531890;
2288449; 2278756
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Eliane Setton, Esq.
Internal Address: _____
GRAY CARY WARE & FREIDENRICH
Street Address: 153 Townsend Street
Suite 800
City: San Francisco State: CA Zip: 94107-1907

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
07-1907

OFFICE OF PUBLIC RECORDS
2003 MAR 17 PM 2:59
FINANCE SECTION

DO NOT USE THIS SPACE

9. Sign 30.00 CH
30.00 CH
Eliane Setton, Esq.
Name of Person Signing

Eliane Setton
Signature

3/11/03
Date

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

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

03/16/2003 0000027 071907 2531890

01 FC:0521
02 FC:0522

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is entered into and effective as of November 1, 2002, between Cloudveil Mountain Works, Inc., a Wyoming corporation with its principal place of business at 155 East Pearl Avenue, Jackson, Wyoming 83002-1810 ("Assignor") and Cloudveil Mountain Works LLC, a Delaware limited liability company, with its principal place of business at 155 East Pearl Avenue, Jackson, Wyoming 83002-1810 ("Assignee").

Recitals

A. To Assignor's knowledge, Assignor is the owner of the trademarks and trademark applications in the form more fully described in Exhibit A hereto (the "Trademarks");

B. Pursuant to the terms of a certain Assignment and Assumption Agreement dated November 1, 2002 (the "Assumption Agreement") by and between Assignor and Assignee, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks (and the portion of the business to which the Trademarks pertain), together with the goodwill associated therewith.

C. Assignee now desires Assignor to execute and deliver to Assignee this Trademark Assignment to effect the assignment of the Trademarks to Assignee in accordance with the Assumption Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration set forth in the Assumption Agreement, the receipt and sufficiency of which are hereby acknowledged:

A.. Assignment of Rights. Owner hereby irrevocably transfers and assigns to Assignee all right, title, and interest in perpetuity it holds, in and to (a) the trademark CLOUDVEIL, Registration No. 2,531,890, (b) the trademark CLOUDVEIL MOUNTAIN WORKS, Registration No. 2,288,449, (c) the design trademark of a "C," "M" and "W" arranged in a slanted oval design, and (d) the common law trademarks listed in Exhibit A hereto, (collectively, the "Trademarks") including, but not limited to, the goodwill appurtenant thereto and any related common law or statutory rights, to the full extent now or hereafter permitted by the laws of the United States of America or the laws of any other countries, without condition, limitation, or reservation, including the right to sue for past, present and future infringement.

B. Assignor's Obligations. At Assignee's request and without further consideration, Assignor agrees to execute and deliver, from time to time, any

instrument and take any other lawful actions, as may be necessary to evidence, maintain, effectuate, or cooperate with the defense of any and all of Assignee's rights in the Trademarks.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Colorado.

ASSIGNOR:

ASSIGNEE:

Cloudveil Mountain Works, Inc.

Cloudveil Mountain Works LLC

By: 

By: 

Brian Cousins, President

Brian Cousins, President

October 31, 2002

October 31, 2002

EXHIBIT A TO TRADEMARK ASSIGNMENT (to submit to the PTO)

- CLOUDVEIL, Registration No. 2,531,890
- CLOUDVEIL MOUNTAIN WORKS, Registration No. 2,288,449
- Design Only ("C," "M," and "W" arranged in a slanted oval design), Registration No. 2,278,756



- Common Law Trademarks:
 - DeepDrop
 - QuickGrab
 - Cloudburst
 - Cloudburst Stretch
 - Cloudburst Stretch EV3
 - Cloudburst 2.5
 - Cloudburst 2.5 Stretch
 - Cloudburst Storm
 - Inertia
 - Wraptor
 - Snowsafe
 - Live Close to Your Dreams
 - HipZip
 - Fusion
 - SuperSteer
 - CirrusPlus
 - OpenAir
 - Ice Armor
 - SoulFocus
 - IceFloe