

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jon Roseman | | 03/28/2003 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | SheRider Clothing and Accessories, L.L.C. | | |
| Street Address: | P.O. Box 176 | | |
| City: | La Jolla | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92038 | | |
| Entity Type: | Limited Liability Company: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78215059 | SHERIDER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (949)760-9502 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 949-760-0404 | | |
| Email: | efiling@kmob.com | | |
| Correspondent Name: | Knobbe, Martens, Olson & Bear, LLP | | |
| Address Line 1: | 2040 Main Street | | |
| Address Line 2: | Fourteenth Floor | | |
| Address Line 4: | Irvine, CALIFORNIA 92614 | | |
| ATTORNEY DOCKET NUMBER: | JROSE.004T | | |
| NAME OF SUBMITTER: | Stacey R. Halpern | | |
| Total Attachments: 2 | | | |
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CH \$40.00 78215059

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 28 day of MARCH, 2003, by and between Jon Roseman, an individual having a residence at 7272 Dune Lane, La Jolla, California 92037 (hereinafter referred to as "ASSIGNOR"); and SheRider Clothing and Accessories, LLC, a LIMITED LIABILITY COMPANY located at P.O. Box 176 La Jolla, Ca. 92038 (hereinafter referred to as "ASSIGNEE"). (92038)

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of his knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, at all times between February 14, 2003 and the effective date of this Assignment, as Co-founder of ASSIGNOR, ASSIGNEE was actively involved, on a day-to-day basis in the selection, adoption, plans to use, and use of the Trademarks as well as the business associated with the Trademarks;

WHEREAS, at all times between the formation of ASSIGNEE and the effective date of this Assignment, as Director of ASSIGNOR, ASSIGNEE was actively involved, on a day-to-day basis in the selection, adoption, plans to use, and use of the Trademarks as well as the business associated with the Trademarks;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Applications");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Applications worldwide; and

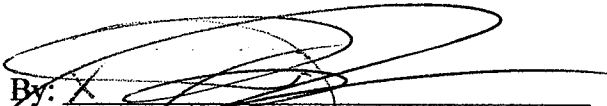
WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Applications worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A; and
- (2) the Applications set forth in Schedule B;

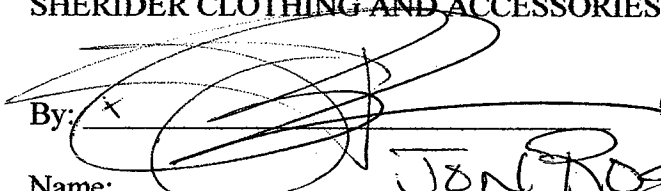
together with the goodwill symbolized by said Trademarks and Applications concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at LA JOLLA, CA, this 28 day of MARCH, 2003.

By: 
Jon Roseman

Executed at LA JOLLA, CA, this 28 day of MARCH, 2003.

SHERIDER CLOTHING AND ACCESSORIES L.L.C.

By: 
 Name: JON ROSEMAN / CHRISTINA STEEL
 Title: DIRECTOR / DIRECTOR

SCHEDULE A

Marks:

SHERIDER

SHE RIDER

SCHEDULE B

Federal Trademark Application:

| <u>MARKS</u> | <u>APP. NO.</u> | <u>APP. DATE</u> | <u>INTL. CLASSES</u> |
|--------------|-----------------|------------------|----------------------|
| SHE RIDER | 78/215,048 | 2/14/2003 | 25 |
| SHERIDER | 78/215,059 | 2/14/2003 | 25 |