

07-30-2003

U.S. Department of Commerce  
Patent and Trademark Office

7-25-03



102510693

To the Honorable Commissioner of Patents and Trademarks: Please re.

1. Name of conveying party(ies)  
**Cynthia Hussey and Patrick P. Hussey**

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

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: **July 21, 2003**

2. Name and address of receiving party(ies):  
 Name: **V2 Optics, LLC**  
 Internal Address: \_\_\_\_\_  
 Street Address: **2075 Corte Del Nogal, Suite E**  
 City: **Carlsbad** State: **CA** Zip: **92009**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation - State: \_\_\_\_\_  
 Other **California limited liability company**

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

RECEIVED  
 FINANCE SECTION  
 JUL 25 11:00 AM '03

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s): **see attached**  
 B. Trademark Registration No.(s): **see attached**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning documents should be mailed:  
 Name: **Mandy Robertson-Bora**  
 Internal Address: **Gibson, Dunn & Crutcher LLP**  
**Suite 4000**  
 Street Address: **2029 Century Park East**  
 City **Los Angeles** State **CA** Zip **90067**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41): \$ **90.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

**Mandy Robertson-Bora** *Mandy Robert-Bora* **July 25, 2003**  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: **8**

OMB No. 0651-0011

Do not detach this portion

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

**U.S. Patent and Trademark Office, Assignment Division**  
**Box Assignments**  
**Washington, D.C. 20231**

07/29/2003 DBYRNE 00000144 76364760

01 ~~FD-1052~~ Burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data  
 02 ~~FC-1522~~ and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 002789 FRAME: 0178

#### 4. Trademark Application Serial Numbers / Registration Numbers

<b>Serial No.</b>	<b>Registration No.</b>	<b>Mark</b>
76-364760		RECON
75-935636	2,423,447	VERSION and Design
75-681107	2,374,818	VELVET

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of July 21, 2003 by and among V2 Optics, LLC, a California limited liability company ("Assignee"), and Cynthia Hussey and Patrick P. Hussey, each an individual (collectively, "Assignor").

### RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein (collectively, the "Trademarks"); and

WHEREAS, it is contemplated that Assignor, Assignee, K2 Inc., a Delaware corporation and K2 Eyewear, LLC, a Delaware limited liability company ("Purchaser"), will enter into an Asset Purchase Agreement (the "Asset Purchase Agreement") whereby Purchaser will acquire all of assets, properties and rights, relating to the business of Assignee, including the Trademarks.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to allow the effectuation of the transactions contemplated by the Asset Purchase Agreement, Assignor hereby agrees as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt,

the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages to follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

**CYNTHIA HUSSEY**

**PATRICK P. HUSSEY**

**ASSIGNEE:**

**V2 OPTICS, LLC**

By: \_\_\_\_\_

Name: Cynthia Hussey

Its: Manager

**EXHIBIT A**

<u>Trademark/ Service Mark</u>	<u>General Description of Goods/Services</u>	<u>Jurisdiction</u>	<u>Application/ Registration Date</u>	<u>Application/ Registration No.</u>	<u>Owner</u>
RECON	Eyewear in Class 9	United States	Filed 01/28/02	76-364760 (Status-Allowed)	Hussey, Patrick
VERSION and Design	Eyewear in Class 9	United States	Filed 03/03/00; Registered 01/23/01	75-935636/ 2423447	Hussey, Patrick
VELVET	Eyewear in Class 9	United States	Filed 04/12/99; Registered 08/08/00	75-681107/ 2374818	Hussey, Cynthia
VELVET	Eyewear in Class 9	Canada	Filed 05/15/00 Registered 10/16/02	CA105932700/ #TMA0568892	Hussey, Cynthia
VERSION and Design	Eyewear in Class 9	Canada	Filed 05/15/00 Registered 01/16/03	CA105932800/ #TMA0573854	Hussey, Patrick
RECON	Eyewear in Class 9	Canada	Filed 02/26/02	CA114539300/ Pending	Hussey, Patrick
VELVET	Eyewear in Class 9	European Community	Filed 11/29/00 Registered 01/15/02	EC001977339	Hussey, Cynthia
VERSION	Eyewear in Class 9	European Community	Filed 11/29/00 Registered 06/05/02	EC001977347	Hussey, Patrick

**Acknowledgement by Notary Public**

State of California

County of San Diego

On this 21<sup>st</sup> day of July, 2003, before me, the undersigned Notary Public, personally appeared Patrick Hussey and Cynthia Hussey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Seal:

Signature: Julie M. Kelley

Name: JULIE M. KELLEY, Notary Public

