

07-31-2003

Recordation Form Co

Department of Commerce
United States Patent and Trademark Office



TRADEMARK

102512852

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document.

1. Name of conveying party(ies) 2003 JUL 28 AM 10 01
V2 Optics, LLC

7-28-03 **FINANCE SECTION**

Individual(s) _____ Association _____
 General Partnership _____ Limited Partnership _____
 Corporation - State _____
 Other California limited liability company

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 22, 2003

2. Name and address of receiving party(ies):
 Name: K2 Eyewear, LLC
 Internal Address: _____
 Street Address: 2051 Palomar Airport Road
 City: Carlsbad State: CA Zip: 92009

Individual(s) citizenship _____
 Association _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation - State: _____
 Other Delaware 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

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 Robertson-Bora July 28, 2003
 Name of Person Signing Signature Date

07/30/2003 LNUELLER 00000216 76364760 Total number of pages including cover sheet, attachments and document: 9

01 FC:0581 40.00 OP
02 FD:6882 50.00 OP
 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

Public 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 needed, 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.

4. Trademark Application Serial Numbers / Registration Numbers

Serial No.	Registration No.	Mark
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 22, 2003 by and among K2 Eyewear, LLC, a Delaware limited liability company ("Assignee"), and V2 Optics, LLC, a California limited liability company ("Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, on July 22, 2003, Assignor, Assignee, Parent and Members entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2(c) of the Asset Purchase Agreement, 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").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate 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.

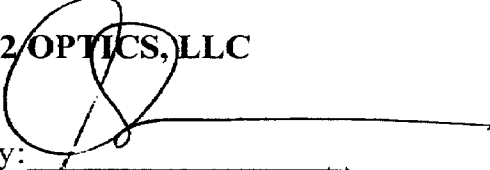
5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages to follow]

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

ASSIGNOR:

V2 OPTICS, LLC

By: 
Name: Cynthia Huss
Its: Managing Member

ASSIGNEE:

K2 EYEWEAR, LLC

By: _____
Name: _____
Its: _____

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

ASSIGNOR:

V2 OPTICS, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE:

K2 EYEWEAR, LLC


By:  _____
Name: Monte Baier
Its: Vice President, General Counsel and Secretary

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)	V2 Optics, LLC*
VERSION and Design	Eyewear in Class 9	United States	Filed 03/03/00; Registered 01/23/01	75-935636/ 2423447	V2 Optics, LLC*
VELVET	Eyewear in Class 9	United States	Filed 04/12/99; Registered 08/08/00	75-681107/ 2374818	V2 Optics, LLC*
VELVET	Eyewear in Class 9	Canada	Filed 05/15/00 Registered 10/16/02	CA105932700/ #TMA0568892	V2 Optics, LLC*
VERSION and Design	Eyewear in Class 9	Canada	Filed 05/15/00 Registered 01/16/03	CA105932800/ #TMA0573854	V2 Optics, LLC*
RECON	Eyewear in Class 9	Canada	Filed 02/26/02	CA114539300/ Pending	V2 Optics, LLC*
VELVET	Eyewear in Class 9	European Community	Filed 11/29/00 Registered 01/15/02	EC001977339	V2 Optics, LLC*
VERSION	Eyewear in Class 9	European Community	Filed 11/29/00 Registered 06/05/02	EC001977347	V2 Optics, LLC*

*Assigned from Patrick Hussey or Cynthia Hussey, as applicable to V2 Optics, LLC on July 21, 2003.

Acknowledgement by Notary Public

State of California

County of San Diego

On this 22nd day of July, 2003, before me, the undersigned Notary Public, personally appeared Cynthia Sue Hussey, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Seal: Signature: Alana Marie Hardy

Name: Alana Marie Hardy, Notary Public

