

11/10/03



11-14-2003



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

RE

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): WINTER QUEST LLC ATLAS SNOWSHOE COMPANY, LLC LITTLE BEAR SNOWSHOES, LLC [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other All are Limited Liability Companies (Delaware) Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: K2 SNOWSHOES, INC. Internal Address: Street Address: 2051 Palomar Airport Road City: Carlsbad State: CA Zip: 92009 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: October 17, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/425209; 75/425220; 75/647168; 76/347023 B. Trademark Registration No.(s) 2390080; 1975074; 2466054; 2521493; 2299381; 2301467; 2627326; 2301469; 2327748; 2355858; 2310430; 2741427; 2325230; 1872631; 2305322; 1648893; 2228937; 2711124 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jean A. Burns Internal Address: Street Address: Gibson, Dunn & Crutcher LLP 1801 California Street, Suite 4100 11/13/2003 DATE 0000119 75425209 State: CO Zip: 80202

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 565.00 [X] Enclosed [X] Authorized to be charged to deposit account for any deficiency of fees

8. Deposit account number: 50-0792 (Attach duplicate copy of this page if paying by deposit account)

01 FC:852 40.00 02 FC:852 525.00

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.

Jean A. Burns Name of Person Signing Signature Date November 6, 2003

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

CERTIFICATE OF MAILING I hereby certify that this document was placed in the U.S. Mail, first class, postage pre-paid and addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the 6th day of November, 2003: by Jean A. Burns

TRADEMARK REEL: 002864 FRAME: 0195

ASSIGNMENT OF TRADE NAMES, SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF TRADE NAMES, SERVICEMARKS AND TRADEMARKS is made by **WINTER QUEST LLC**, a Delaware limited liability company with an office at 52 River Road, Stowe, Vermont, **ATLAS SNOWSHOE COMPANY, LLC**, a Delaware limited liability company with an office at 52 River Road, Stowe, Vermont and **LITTLE BEAR SNOWSHOES, LLC**, a Delaware limited liability company with an office at 52 River Road, Stowe, Vermont (collectively, "Assignors") to **K2 SNOWSHOES, INC.**, a Delaware corporation with an office at 2051 Palomar Airport Road, Carlsbad, California 92009 ("Assignee").

Recitals

Assignors and Assignee are parties to an Asset Purchase Agreement dated as of October 16, 2003 (the "Agreement"), pursuant to which Assignors have agreed to sell to Assignee and Assignee has agreed to buy from Assignors the Purchased Assets (as such term is defined in the Agreement, including without limitation the patents of Assignors). Pursuant to the Agreement, Assignors have agreed to execute such assignments and instruments of transfer, conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary to effectively vest in Assignee all right, title and interest of Assignors in the Purchased Assets.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept from Assignors the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under Assignors' registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation, the servicemarks, trademarks, trademark applications and trade names listed on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "Marks"), and all of the good will of the business associated with the Marks.

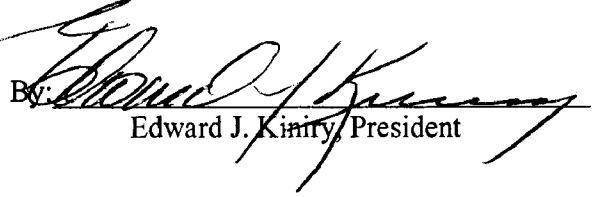
NOW, THEREFORE,

Assignors, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignors' worldwide right, title and interest in, to and under the Marks, and all the goodwill of the business associated with the Marks together with all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignors had this Assignment of Servicemarks and Trademarks not been made.

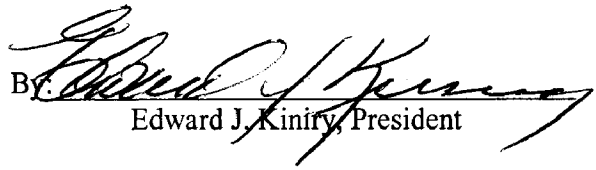
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignors, as evidenced by the signatures of their duly authorized agents, do hereby execute this Assignment of Trademarks as of the 17th day of October, 2003.

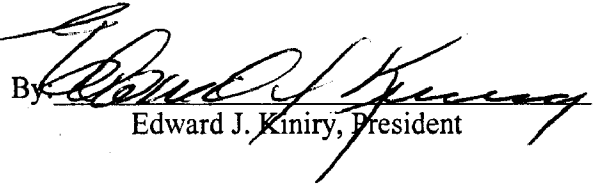
WINTER QUEST LLC

By: 
Edward J. Kiniry, President

ATLAS SNOWSHOE COMPANY, LLC

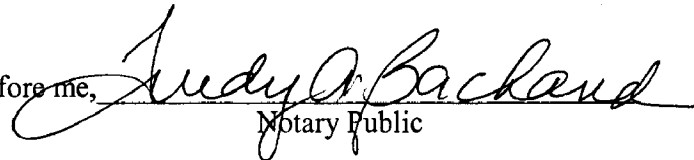
By: 
Edward J. Kiniry, President

LITTLE BEAR SNOWSHOE COMPANY,
LLC

By: 
Edward J. Kiniry, President

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

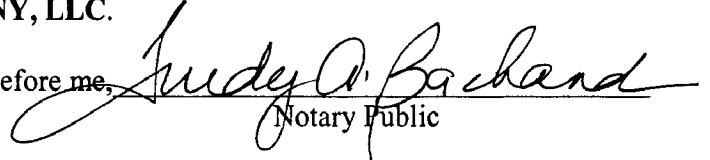
On this 17th day of October, 2003, personally appeared Edward Kiniry, Duly Authorized Agent of **WINTER QUEST LLC**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of **WINTER QUEST LLC**.

Before me, 
Notary Public

Notary commission issued in Chittenden County
My commission expires: 2/10/07

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 17th day of October, personally appeared Edward Kiniry, Duly Authorized Agent of **ATLAS SNOWSHOE COMPANY, LLC**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of **ATLAS SNOWSHOE COMPANY, LLC**.


Before me, 
Notary Public

Notary commission issued in Chittenden County
My commission expires: 2/10/07

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

On this 17th day of October, personally appeared Edward Kiniry, Duly Authorized Agent of **LITTLE BEAR SNOWSHOE COMPANY, LLC**, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of **LITTLE BEAR SNOWSHOE COMPANY, LLC**.

Before me,


Notary Public

Notary commission issued in Chittenden County
My commission expires: 2/10/07

Exhibit "A"

Registrations in Name of Atlas Snowshoe Co., Inc.

MARK	COUNTRY	CURRENT OWNER	REG./APP. NO.	REG./APP. DATE	STATUS
ATLAS SNOW-SHOE COMPANY & Design	U.S.	Atlas Snowshoe Co., Inc.	2,390,080	September 26, 2000	Registered
ATLAS & Design	Canada	Atlas Snowshoe Co., Inc.	TMA580104	April 29, 2003	Registered
ATLAS SNOW SHOES COMPANY & Design	Switzerland	Atlas Snowshoe Co., Inc.	459382	N/A	Registered
ATLAS SNOW-SHOE COMPANY & Design	CTM	Atlas Snowshoe Co., Inc.	1074798	October 18, 2000	Registered
ATLAS	Japan	Atlas Snowshoe Co., Inc.	H07-068397	July 6, 1995	Abandoned

Registrations Assigned From Atlas Snowshoe Company, Inc. to Atlas Acquisition Company, LLC

MARK	COUNTRY	CURRENT OWNER	REG./APP. NO.	REG./APP. DATE	STATUS
ATLAS	U.S.	Atlas Acquisition Company, LLC (by assignment from Atlas Snowshoe Company, Inc.)	1,975,074	May 21, 1996	Cancelled
ATLAS SNOW-SHOE COMPANY & Design	U.S.	Atlas Acquisition Company, LLC (by assignment from Atlas Snowshoe Company, Inc.)	2,466,054	July 3, 2001	Registered
ATLAS SNOW-SHOE COMPANY & Design	U.S.	Atlas Acquisition Company, LLC (by assignment from Atlas Snowshoe Company, Inc.)	2,521,493	December 25, 2001	Registered

Registrations in Name of Tubbs Snowshoe Company (or Tubbs Snowshoe Company, LLC)

MARK	COUNTRY	CURRENT OWNER	REG./APP. NO.	REG./APP. DATE	STATUS
GET OUT THERE	U.S.	Tubbs Snowshoe Company	75/425,209	January 23, 1998	Abandoned
TDS CONTROL WING SYSTEM	U.S.	Tubbs Snowshoe Company	2,299,381	December 14, 1999	Registered
TD91 CONTROL WING SYSTEM	U.S.	Tubbs Snowshoe Company	2,301,467	December 21, 1999	Registered
RCS RIGID CONTROL SYSTEM	U.S.	Tubbs Snowshoe Company	2,301,469	December 21, 1999	Registered
TUBBS TRAILNET	U.S.	Tubbs Snowshoe Company, LLC (by assignment from Tubbs Snowshoe Company)	2,327,748	March 14, 2000	Registered

MARK	COUNTRY	CURRENT OWNER	REG./APP. NO.	REG./APP. DATE	STATUS
TUBBS	U.S.	Tubbs Snowshoe Company, LLC (by assignment from Tubbs Snowshoe Company)	2,355,858	June 6, 2000	Registered
ARCTEC	U.S.	Tubbs Snowshoe Company	2,310,430	January 25, 2000	Registered
TUBBS	U.S.	Tubbs Snowshoe Company, LLC (by assignment from Tubbs Snowshoe Company)	2,325,230	March 7, 2000	Registered
TUBBS SNOWSHOES & Design	U.S.	Tubbs Snowshoe Company, LLC (by assignment from Tubbs Snowshoe Company who changed their name from Stowe Canoe and Snowshoe Company, Inc.)	1,872,631	January 10, 1995	Registered
TECHNITRAC	U.S.	Tubbs Snowshoe Company	75/425,220	January 23, 1998	Abandoned
QUICK-STEP BINDING	U.S.	Tubbs Snowshoe Company	2,305,322	January 4, 2000	Registered
TUBBS SNOWSHOES & Design	Canada	Tubbs Snowshoe Company, LLC (by assignment from Tubbs Snowshoe Company)	TMA454726	February 23, 1996	Registered
TUBBS SNOWSHOES & Design	Austria	Tubbs Snowshoe Company	153260	June 23, 1994	Registered
	Argentina		1822583		
	Australia		797421		
	Italy		694287		
	New Zealand		A311175		
	Slovenia		9470571		
TUBBS SNOWSHOES & Design	Benelux	Tubbs Snowshoe Company, LLC (by assignment from Tubbs Snowshoe Company)	549618	N/A Application date: March 18, 1994	Registered
TUBBS SNOWSHOES & Design	Denmark	Tubbs Snowshoe Company, LLC	1999 3378 VR	September 15, 1999	Registered
TUBBS SNOWSHOES & Design	Finland	Tubbs Snowshoe Company, LLC	217483	April 28, 2000	Registered
TUBBS SNOWSHOES & Design	France	Tubbs Snowshoe Company, LLC (by assignment)	94 517401	N/A Application date: April 26, 1994	Registered
TUBBS SNOWSHOES & Design	Germany	Tubbs Snowshoe Company, LLC (by Assignment)	2089448	January 11, 1995	Registered
TUBBS SNOWSHOES & Design	Norway	Tubbs Snowshoe Company	200012	October 28, 1999	Registered
TUBBS & Design	Spain	Tubbs Snowshoe Company, LLC	2244115M8	January 20, 2000	Registered

TUBBS SNOWSHOES & Design	Sweden	Tubbs Snowshoe Company, LLC	264310	February 10, 1995	Registered
TUBBS SNOWSHOES & Design	Switzerland	Tubbs Snowshoe Company, LLC (by Assignment)	422983	N/A Application date: March 17, 1994	Registered
TUBBS SNOWSHOES & Design	U.K.	Tubbs Snowshoes Company, LLC (by Assignment)	B1566430	December 22, 1995	Registered
TUBBS SNOWSHOES & Design	Japan	Tubbs Snowshoes Co. LLC	3301038	May 9, 1997	Registered

Registrations in Name of Little Bear Snowshoe Company or Spring Brook Manufacturing, Inc.

MARK	COUNTRY	CURRENT OWNER	REG./APP. NO.	REG./APP. DATE	STATUS
LITTLE BEAR	U.S.	Little Bear Snowshoe Company, LLC (by assignment from Spring Brook Manufacturing, Inc.)	75/647,168	February 24, 1999	Pending
LITTLE BEAR and Design	U.S.		1,648,893		Cancellation Action Filed Against Registration by a 3 rd party
Miscellaneous Design (Bear print)	U.S.	Little Bear Snowshoe Company, LLC (by assignment from Spring Brook Manufacturing, Inc.)	2,228,937	March 2, 1999	Registered
POWDERIDGE	U.S.	Little Bear Snowshoe Company, LLC	2,711,124	April 29, 2003	Registered
SNOWSCHOOL	U.S.	½ owned by Little Bear Snowshoe Company, LLC (by assignment from Spring Brook Manufacturing, Inc.) ½ owned by Winter Wildlands Alliance (nonprofit)	2,627,326	October 1, 2002	Registered
POWDERIDGE & Design	U.S.	Little Bear Snowshoe Company, LLC	2,741,427	July 29, 2003	Registered
LITTLE BEAR SNOWSHOES	U.S.	Little Bear Snowshoe Company, LLC	76/347,023	December 7, 2001	Pending
LITTLE BEAR SNOWSHOES	State of Colorado	Little Bear Snowshoe Company, LLC (by assignment from Spring Brook Manufacturing, Inc.)	19991061019	April 1, 1999	Registered
POWERIDGE	Canada	Little Bear Snowshoe Company, LLC	114117800	May 17, 2002	Pending
POWERIDGE	Canada	Little Bear Snowshoe Company, LLC	113794500	April 19, 200	Abandoned

MARK	COUNTRY	CURRENT OWNER	REG./APP. NO.	REG./APP. DATE	STATUS
LITTLE BEAR SNOWSHOES	Japan	Little Bear Snowshoe Company, LLC	2001-074384	August 15, 2001	Pending
Miscellaneous Design (Bear Print)	Japan	Spring Brook Manufacturing, Inc.	4484089	June 22, 2001	Registered

Tradename "Tubbs Snowshoes" registered in the State of Vermont on October 12, 2000.