

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Orvis Company, Inc.		05/12/2004	CORPORATION: VERMONT

RECEIVING PARTY DATA	
Name:	Ex Officio LLC
Street Address:	3314 South 116th Street
City:	Tukwilla
State/Country:	WASHINGTON
Postal Code:	98168
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	2197503	EX
Registration Number:	2416710	EXO
Registration Number:	2594487	EX
Registration Number:	1896987	EX OFFICIO
Registration Number:	2274225	EX OFFICIO
Registration Number:	2760091	EXPECT MORE FROM YOUR CLOTHES
Registration Number:	2723882	GIVE-N-GO STRETCH
Serial Number:	76392689	BUGAWAY
Serial Number:	76429467	GIVE-N-GO

CORRESPONDENCE DATA	
Fax Number:	(216)241-1666
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-861-5582
Email:	tyoung@faysharpe.com
Correspondent Name:	Thomas E. Young, Esq.
Address Line 1:	1100 Superior Avenue

CH \$240.00 2197503

Address Line 2: Seventh Floor  
Address Line 4: Cleveland, OHIO 44149

ATTORNEY DOCKET NUMBER: EXOF000001

NAME OF SUBMITTER: Diane M. Jacquinet, Paralegal

Total Attachments: 8  
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of May 12, 2004 by and among Ex Officio LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent ("Assignee"), and The Orvis Company, Inc., a Vermont corporation ("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 May 12, 2004, Assignor, Assignee and Parent entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all trademarks, trade names, corporate names, business names, domain 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 and the Ancillary Agreements, Assignor hereby agrees as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, 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 represents and warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) such

party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (iii) such party 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 and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, 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, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Asset Purchase Agreement. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase agreement, and in the event of any conflict between the Asset Purchase agreement and this Assignment, the Asset Purchase Agreement shall control.


6. Counterparts. This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature pages follow]

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

**ASSIGNOR:**

**THE ORVIS COMPANY, INC., a Vermont corporation**

By:   
Name: Brian C. Gowen  
Its: VP Finance & CFO

**ASSIGNEE:**

**EX OFFICIO LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT**

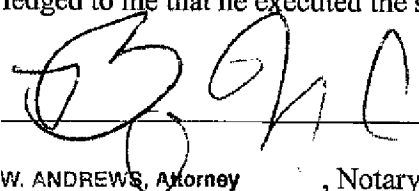
**Acknowledgement by Notary Public**

State of OHIO

County of CUYAHOGA

On this 12<sup>th</sup> day of MAY, 2004, before me, the undersigned Notary Public, personally appeared BRIAN GOWEN, 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 he executed the same.

Seal:

Signature: 

Name: Barry W. Andrews, Attorney, Notary Public  
Notary Public, State of Ohio

My commission has no expiration date.  
Section 147.03 R.C.

**Acknowledgement by Notary Public**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, 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 he executed the same.

Seal:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_, Notary Public

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


**ASSIGNOR:**

**THE ORVIS COMPANY, INC., a Vermont corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

**EX OFFICIO LLC, a Delaware limited liability company**

By:   
Name: Monte H. Baier  
Its: Vice President + General Counsel

**Acknowledgement by Notary Public**

State of California

County of San Diego

On this 12th day of May, 2004, before me, the undersigned Notary Public, personally appeared Monte H. Baier, 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 he executed the same.

Seal:

Signature: Kristin K. Farrell

Name: Kristin K. Farrell, Notary Public



**Acknowledgement by Notary Public**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, 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 he executed the same.

Seal:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_, Notary Public



**EXHIBIT A**

Docket Number	Country Name	Status	Appi No	Appi Date	Reg No	Reg Date	Expires	Mark Name	Class
OCSE 5 12890	United States	REGISTERED	75/295,291	20-May-97	2197503	20-Oct-98	20-Oct-08	EX DESIGN	18
OCSE 5 12890	United States	REGISTERED	75/246,158	24-Feb-97	2416710	02-Jan-01	02-Jan-11	EX DESIGN	25
OCSE 5 12890-1	United States	REGISTERED	75/246,165	24-Feb-97	2594487	16-Jul-02	16-Jul-12	EX DESIGN	25
OCSE 5 12890 EM	Community Trademark	REGISTERED	1047414	20-Jan-99	1047414	19-Apr-00	20-Jan-09	EX DESIGN	18, 25
OCSE 5 12891	United States	REGISTERED	74/315,863	18-Sep-92	1896987	30-May-95	30-May-05	EX OFFICIO	25
OCSE 5 12891-2	United States	REGISTERED	75/506,882	22-Jun-98	2274225	31-Aug-99	31-Aug-09	EX OFFICIO	25
OCSE 5 12891 AU	Australia	REGISTERED	729808	13-Mar-97	729808	09-Jan-98	13-Mar-07	EX OFFICIO	18, 25
OCSE 5 12891 CA	Canada	REGISTERED	724838	17-Mar-93	TMA454121	16-Feb-96	16-Feb-11	EX OFFICIO	25
OCSE 5 12891 CH	Switzerland	REGISTERED	06088/1998	24-Jul-98	457643	05-Jan-99	24-Jul-08	EX OFFICIO	18, 25
OCSE 5 12891 CN	China P.R.	REGISTERED	3101183	26-Feb-02	3101183	07-Aug-03	07-Aug-13	EX OFFICIO	25
OCSE 5 12891 EM	Community Trademark	REGISTERED		17-Mar-97	491530	22-Jan-99	17-Mar-07	EX OFFICIO	18, 25
OCSE 5 12891 FR	France	REGISTERED	96/617,995	27-Mar-96	96617995	27-Mar-96	27-Mar-06	EX OFFICIO	18, 25
OCSE 5 12891 GB	Great Britain	REGISTERED	2041297	21-Oct-95	2041297	12-Oct-95	12-Oct-05	EX OFFICIO	25
OCSE 5 12891 HK	Hong Kong	REGISTERED	579797	30-Apr-97	3635/98	16-Apr-98	30-Apr-04	EX OFFICIO	18
OCSE 5 12891 HK	Hong Kong	REGISTERED	5798/97	30-Apr-97	3636/98	16-Apr-98	30-Apr-04	EX OFFICIO	25
OCSE 5 12891 IT	Italy	REGISTERED	TO96C001256	30-Apr-96	745006	31-Mar-98	30-Apr-06	EX OFFICIO	18, 25
OCSE 5 12891 JP	Japan	REGISTERED	1997-25402	10-Mar-97	4161231	28-Jun-98	28-Jun-08	EX OFFICIO	18
OCSE 5 12891 JP	Japan	REGISTERED			3129303	29-Mar-96	29-Mar-06	EX OFFICIO	25
OCSE 5 12891 KR	South Korea	REGISTERED	97-019651	30-Apr-97	406828	30-Jun-98	30-Jun-08	EX OFFICIO	25
OCSE 5 12891 KR	South Korea	REGISTERED	97-019652	30-Apr-97	414466	05-Aug-98	05-Aug-08	EX OFFICIO	27
OCSE 5 12891 KR	South Korea	REGISTERED	97-019653	30-Apr-97	418529	27-Aug-98	27-Aug-08	EX OFFICIO	45
OCSE 5 12891 NZ	New Zealand	REGISTERED	273460	05-Mar-97	273460	17-Mar-98	05-Mar-14	EX OFFICIO	18
OCSE 5 12891 NZ	New Zealand	REGISTERED	273461	05-Mar-97	273461	17-Mar-98	05-Mar-14	EX OFFICIO	25
OCSE 5 13425	United States	FILED	76/392,689	08-Apr-02				BUGAWAY	25
OCSE 5 13426	United States	REGISTERED	76/392,690	08-Apr-02	2760091	02-Sep-03	02-Sep-13	EXPECT MORE FROM YOUR CLOTHES	25
OCSE 5 13477	United States	FILED	76/429,467	05-Jul-02				GIVE-N-GO	25
OCSE 5 13480	United States	REGISTERED	76/429,466	05-Jul-02	2723882	10-Jun-03	10-Jun-13	GIVE-N-GO STRETCH	25

TRADEMARK

RECORDED: 06/08/2004

REEL: 002868 FRAME: 0153