

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
Secondwind Products Incorporated		05/21/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Drymax Sports, LLC
Street Address:	429 27th Street, N.W.
City:	Hickory
State/Country:	NORTH CAROLINA
Postal Code:	28601
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1456633	DRYMAX

CORRESPONDENCE DATA	
Fax Number:	(704)444-1111
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	704 444 1000
Email:	mpoveromo@alston.com
Correspondent Name:	Brian M. Davis
Address Line 1:	101 South Tryon Street, Suite 4000
Address Line 2:	Bank of America Plaza
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Brian M. Davis
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Total Attachments: 2
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OP \$40.00 1456633

UNITED STATES TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, is made by *Secondwind Products Incorporated*, a California corporation, having a principal place of business at 4301 Secondwind Way Paso Robles, California 93447 (hereinafter referred to as ASSIGNOR).

WHEREAS, ASSIGNOR is the exclusive and record owner of all right, title, and interest in and to said Trademark and the corresponding United States Trademark Registration thereafter:

Mark: **DRYMAX**
Reg. No.: 1,456,633
Reg: September 8, 1987
Class: 25

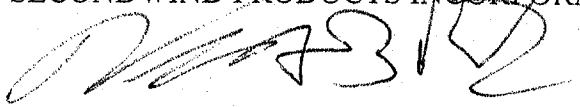
WHEREAS, *Drymax Sports, LLC*, a North Carolina Limited Liability Company, having a principal place of business at 429 27th Street, N.W., Hickory, North Carolina 28601 (hereinafter referred to as ASSIGNEE), is desirous of acquiring and purchasing from ASSIGNOR the entire right, title, and interest in and to said Trademark and the corresponding United States Registration therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE, its successors and assigns, the entire right, title, and interest in and to said Trademark and the corresponding United States Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said Trademark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed, effective as of this 21 day of MAY, 2004.

SECONDWIND PRODUCTS INCORPORATED



By: William A. B. Blythe
Title: President & CEO