

FORM PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
M&G 818 254-tjS-u1

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):  
**IPI ATV Corp.**

Individuals  
 General Partnership  
 Corporation-State of Utah  
 Other: \_\_\_\_\_

Association  
 Limited Partnership

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

2. Name and address of receiving party(ies):  
**SATV, LLC**  
**1100 Stearns Avenue**  
**Sauk Rapids, Minnesota 56379**

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other: \_\_\_\_\_

Merger  
 Change of Name

Execution Date: April 19, 2004

Individual(s) citizenship  
 General Partnership  
 Corporation-State of  
 Other: Delaware Limited Liability Company

Association  
 Limited Partnership

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)  
**2,096,565 - FIN GRIP**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Anna Manville**  
Address: **MERCHANT & GOULD P.C.**  
**P.O. Box 2910**  
**Minneapolis, MN 55402-0910**

6. Total number of applications and trademarks involved: **1**

7. Total fee (37 CFR 3.41). **\$40.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: **13-2725**

DO NOT USE THIS SPACE

9. Signature: 

Anna W. Manville  
Name of Person Signing

July 7, 2004  
Date

Total number of pages including cover sheet, attachments, and document: **2**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to  
Commissioner of Patent & Trademarks, Box Assignments  
Director of the United States Patent and Trademark Office  
Washington, D.C. 20231

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*Execution Copy*

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of April 19, 2004, by and among SATV, LLC, a Delaware limited liability company ("Assignee"), IPI Innovations, Inc., a Utah corporation ("IPI Innovations"), IPI ATV, Corp., a Utah corporation ("IPI ATV"), IPI Marketing, LLC, a Utah limited liability company ("IPI Marketing"), HHH Enterprises, LLC, a Wyoming limited liability company ("HHH LLC" and together with IPI Innovations, IPI ATV and IPI Marketing, Assignors," and each of the Assignors individually, an "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 April 19, 2004, K2 Inc., Assignee, Assignors, the Owners and Dennis H. Hancock as Sellers Agent 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 right, title, and interest in and to all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, and general intangibles of like nature, together with goodwill associated therewith, whether registered or unregistered and whether arising under the laws of the United States or any state or territory thereof or any other jurisdiction anywhere in the world, all registrations and applications for registration with respect to 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, Assignors hereby agree as follows:

1. Grant. Assignors do hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignors' 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 Assignors 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. Assignors hereby authorize and request 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:**

**IPI INNOVATIONS, INC., a Utah corporation**

By: *Dennis H Hancock*  
Name: *Dennis H Hancock*  
Title: *President*

**ASSIGNOR:**

**IPI ATV, CORP., a Utah corporation**

By: *Dennis H Hancock*  
Name: *Dennis H Hancock*  
Title: *President*

**ASSIGNOR:**

**IPI MARKETING, LLC, a Utah limited liability company**

By: *Dennis H Hancock*  
Name: *Dennis H Hancock*  
Title: *Manager*

**ASSIGNOR:**

**HHH ENTERPRISES, LLC, a Wyoming limited liability company**

By: *Dennis H Hancock*  
Name: *Dennis H Hancock*  
Title: *Manager*

**ASSIGNEE:**

**SATV, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**ASSIGNOR:**

**IPI INNOVATIONS, INC.,** a Utah corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR:**

**IPI ATV, CORP.,** a Utah corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNOR:**

**IPI MARKETING, LLC,** a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**ASSIGNOR:**

**HHH ENTERPRISES, LLC,** a Wyoming limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**SATV, LLC,** a Delaware limited liability company

By:   
Name: Monte K. Boies  
Title: VP & General Counsel

**EXHIBIT A**

All-Conditions System™	Pro Series ATV Luggage Lines	United States	n/a	n/a	n/a	Unregistered
ACS™	Pro Series ATV Luggage Lines	United States	n/a	n/a	n/a	Unregistered
Pro Xtreme™ Series	Pro Xtreme™ Series Bags	United States	n/a	n/a	n/a	Unregistered
Element Proof™	Pro Series ATV Luggage Lines	United States	n/a	n/a	n/a	Unregistered
Rain Proof™ Lid system	Pro Xtreme™ Series Bags	United States	n/a	n/a	n/a	Unregistered
Parallel Zipper™ System	Pro Series ATV Luggage Lines	United States	n/a	n/a	n/a	Unregistered
Excel™ Series	Excel™ Series ATV Luggage Line	United States	n/a	n/a	n/a	Unregistered
Air Ride™ Form Fit™	Air Ride™ Form Fit	United States	n/a	n/a	n/a	Unregistered
Fin Grip™	Fin Grip Pro and Vehicle Racks	United States	IPI ATV	2,096,565	9/16/1997	Registered
Equapress™	Equapress™ Compression Plate (Mounting System) used on Several Products	United States	n/a	n/a	n/a	Unregistered

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Hand Held Mount™	Hand Held Mount™	United States	n/a	n/a	n/a	Unregistered
Gun Scabbard Pro™	Gun Scabbard Pro™	United States	n/a	n/a	n/a	Unregistered
VariAngle™	VariAngle™ (Mounning System) used on Several Products	United States	n/a	n/a	n/a	Unregistered
Lightning Lid™	Gun Scabbard Pro™	United States	n/a	n/a	n/a	Unregistered
Quick Grab™ Handle	Gun Scabbard Pro™	United States	n/a	n/a	n/a	Unregistered
Bow Grip Pro™	Bow Grip Pro™	United States	n/a	n/a	n/a	Unregistered
Hand Gun Mount™	Hand Gun Mount™	United States	n/a	n/a	n/a	Unregistered
Case Carrier Pro™	Case Carrier Pro™	United States	n/a	n/a	n/a	Unregistered
Case Carrier Pro Plus™	Case Carrier Pro Plus™	United States	n/a	n/a	n/a	Unregistered
Wing Grip™ Pro	Wing Grip™ Pro	United States	n/a	n/a	n/a	Unregistered
Comfort Ride™ Seat Protector	Comfort Ride™ Seat Protector	United States	n/a	n/a	n/a	Unregistered
Thumb Assist Pro Adjustable™	Thumb Assist™ Pro Adjustable	United States	n/a	n/a	n/a	Unregistered
Thumb Assist™ Pro	Thumb Assist™ Pro	United States	n/a	n/a	n/a	Unregistered
On Demand™ Seat Protector	On Demand™ Seat Protector	United States	n/a	n/a	n/a	Unregistered
Gun Bonnet™	Gun Bonnet™	United States	n/a	n/a	n/a	Unregistered

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Bow Bonnet™	Bow Bonnet™	United States	n/a	n/a	n/a	Unregistered
Versa Mount™	Versa Mount™	United States	n/a	n/a	n/a	Unregistered
Oar Ride™	Air Ride™ Oar Ride™	United States	n/a	n/a	n/a	Unregistered
Air Ride™	Fin Grip™ Air Ride™	United States	n/a	n/a	n/a	Unregistered
Gold Summit™	Gold Summit™ Pro Series Snowmobile Bags	United States	n/a	n/a	n/a	Unregistered
Z-Mount™	Z-Mount™ (Mounting System) used on Several Products	United States	n/a	n/a	n/a	Unregistered
Pro Bino Manager™	Pro Bino Manager™	United States	n/a	n/a	n/a	Unregistered
Lightning Tab™	Pro Bino Manager™	United States	n/a	n/a	n/a	Unregistered
Body Hugging Harness™	Pro Bino Manager™	United States	n/a	n/a	n/a	Unregistered
Element Shield™	Pro Bino Manager™	United States	n/a	n/a	n/a	Unregistered
Zipper Lube	Zipper Lube	United States	n/a	n/a	n/a	Unregistered
Scope™	Scope™ Hunting Accessories	United States	n/a	n/a	n/a	Unregistered

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**Acknowledgement by Notary Public**

State of UTAH

County of SALT LAKE

On this 19<sup>th</sup> day of April, 2004, before me, the undersigned Notary Public, personally appeared Dennis H. Hancock 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.

Signature: *Kathleen McPolin*

Name: Kathleen McPolin, Notary Public

