

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.	FORMERLY BankAmerica Business Credit, Inc.	01/03/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G. I. Joe's, Inc.		
<b>Street Address:</b>	9805 Boeckman Rd.		
<b>City:</b>	Wilsonville		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97070		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1126617	G.I. JOE'S	
Registration Number:	1141197	JJ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)221-1074		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	503-221-1772		
<b>Email:</b>	ekc@brownrask.com		
<b>Correspondent Name:</b>	Engred K. Chai		
<b>Address Line 1:</b>	1200 SW Main Bldg.		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>NAME OF SUBMITTER:</b>	Engred K. Chai		
<b>Signature:</b>	/Engred K. Chai/		
<b>Date:</b>	01/26/2005		

OP \$65.00 1126617

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of January 3, 2005, is made by Bank of America, N.A. (successor to BankAmerica Business Credit, Inc.), with an office located at 55 S. Lake Avenue, Pasadena, California 91101 ("Assignor"), to G. I. Joe's, Inc., an Oregon corporation, having its chief executive office at 9805 Boeckman Road, Wilsonville, Oregon 97070 ("Assignee").

### RECITALS

1. Pursuant to a Loan and Security Agreement dated July 31, 1993, between the parties (the "Loan Agreement"), Assignee granted to the Assignor a security interest in and collateral assignment of the trademarks described in Section 1 below.
2. Assignee has fulfilled all of its obligations under the Loan Agreement and Assignor is obligated to assign its interest in said trademarks back to Assignee, to extinguish its security interest in said trademarks.

### AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees with Assignee as follows:

SECTION 1. ABSOLUTE ASSIGNMENT. Assignor hereby assigns to Assignee, and Assignor releases its security interest in, the entire right, title and interest of Assignor, in the United States and throughout the world, in and to the following, whether now owned or hereafter acquired (the "Assignee Trademarks"):

(a) each of the Assignee Trademarks which are presently, or in the future may be from time to time, owned, held (whether pursuant to a license or otherwise) or used by the Assignee, in whole or in part, in conducting its business (including, without limitation, the United States trademark and service mark registrations, and applications for registration, specifically identified in Schedule A attached hereto (the "Principal Assignee Trademarks"));

(b) all proceeds of the Assignee Trademarks (including, without limitation, license royalties and proceeds of infringement suits);

(c) the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or in the name of the Assignee for past and future infringements of the Assignee Trademarks and all rights (but not obligations) corresponding thereto; and

(d) all documents in the Assignor's possession, or subject to its demand for possession, related to the production and sale by the Assignee, or any Subsidiary, licensee or subcontractor, of products or services sold by or under the authority of the Assignee in connection with the Assignee Trademarks, including, without limitation: (i) all lists and ancillary documents which identify and describe any of the Assignee's customers, or those of its subsidiaries or licensees, for products sold under or in connection with the Assignee Trademarks, including, without limitation, such existing lists and ancillary documents which contain each customer's full name and address, the full name and address of all of its warehouses and branches, the identity of the person or persons having the principal responsibility on each customer's behalf for ordering products of the kind supplied by the Assignee, the credit, payment, discount, delivery and other sale terms applicable to such customer, together with detailed information setting forth the total purchases, by brand, product, style and size, and the patterns of such purchases; (ii) all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Assignee Trademarks; (iii) all documents which reveal the name and address of all sources of supply, and all terms of purchase and delivery, for all materials and components used in the production of products or provision of service, sold under or in connection with the Assignee Trademarks; and (iv) all documents constituting or concerning the then current or proposed advertising and promotion by the Assignee or its subsidiaries or licensees of products sold under or in connection with the Assignee Trademarks including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products;

it being understood and agreed that the Assignee Trademarks hereunder shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of the Assignee pertaining to common law and statutory trademarks, services marks, trade names, trademark and service mark registrations, applications for trademark or service mark registrations, and any other indicia of origin presently or in the future owned or used by third parties.

## SECTION 2. MISCELLANEOUS.

(a) Binding Effect. This Assignment will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

(b) Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(c) Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

(d) Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

(e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California, without regard to conflict-of-laws principles.

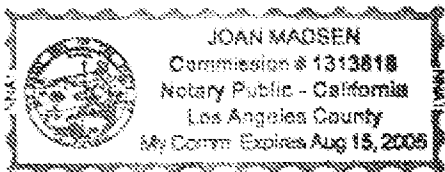
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunder duly authorized, as of the date first above written.

**BANK OF AMERICA, N.A. ( SUCCESSOR  
TO BANKAMERICA BUSINESS CREDIT, INC.)**

By: Michael R. Williamson  
Michael R. Williamson, Senior Vice President

STATE OF CALIFORNIA            )  
  )            SS.  
County of Los Angeles    )

On January 3, 2005, before me, personally appeared Michael R. Williamson as the Senior Vice President of Bank of America, N.A., a national banking association, which executed the within instrument.



Joan Madsen  
Joan Madsen, Notary Public for the State of California

Agreed and Accepted this \_\_\_\_\_ day of December, 2004.

**G. I. JOE'S, INC.**  
By: Norm Daniels  
NORM DANIELS, President

STATE OF OREGON

ss.

County of Washington  
Nov 15 2005

On December     , 2004, before me personally appeared Norm Daniels as the President of G. I. Joe's, Inc., the Corporation that executed the within instrument

Lanette C Moore

Notary Public for the State of Oregon



SCHEDULE A  
TO  
TRADEMARK ASSIGNMENT

United States Trademark and Service Mark  
Registrations and Applications for Registration

Registrations:

	<u>Name</u>	<u>PTO Number</u>	
1.	G.I. Joe's	1,126,617	Servicemark
2.	Logo - attached hereto as Exhibit 1	1,141,197	Servicemark

Applications:       None