

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hodgman, Inc.		04/22/2005	CORPORATION:

RECEIVING PARTY DATA	
Name:	Stearns Inc.
Street Address:	1100 Stearns Drive
City:	Sauk Rapids
State/Country:	MINNESOTA
Postal Code:	56379
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1358124	BRIGHTON
Serial Number:	76407036	CASTER
Registration Number:	2897922	DURA-MAG
Registration Number:	2398229	DURA-STRETCH
Serial Number:	76576466	E-Z PAC
Serial Number:	76545541	FIELD-PAC
Registration Number:	2775923	FLEX-LITE
Registration Number:	2753451	GUIDELITE
Registration Number:	1540600	HODGMAN
Registration Number:	2033948	HORCO-TEX
Registration Number:	1532080	HORCO-TEX
Serial Number:	76497346	HUNT PAC
Registration Number:	1395819	LAKESTREAM
Serial Number:	76545752	NEO-TREK

CH \$690.00 1358124

Registration Number:	2767728	MUCKBUSTER
Registration Number:	193078	ROD & REEL
Registration Number:	2613017	STRECHLITE
Registration Number:	2352319	THERMO-FLEECE
Registration Number:	2069958	THERMOBOOT
Registration Number:	594272	THERMOBOOT
Registration Number:	690980	THERMOBOOT
Registration Number:	2416964	
Registration Number:	2012760	WADELITE
Registration Number:	2629958	WADELITE
Registration Number:	2761098	WADETECH
Registration Number:	2402315	WADEWEAR
Registration Number:	508032	WADEWELL

CORRESPONDENCE DATA

Fax Number: (206)463-3631
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 206-463-3631
Email: lori_ocker@k2sports.com
Correspondent Name: Julie C. VanDerZanden
Address Line 1: 19215 Vashon Hwy. S.W.
Address Line 4: Vashon, WASHINGTON 98070

NAME OF SUBMITTER:	Julie C. VanDerZanden
Signature:	/Julie C. VanDerZanden/
Date:	05/24/2005

Total Attachments: 13
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is entered into as of April 22, 2005 by and among Stearns Inc., a Minnesota corporation and an indirect wholly-owned subsidiary of Parent ("**Assignee**"), and Hodgman, Inc., an Illinois 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, Parent, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of the date hereof (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, 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:

I. 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 (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) 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:

HODGMAN, INC., an Illinois corporation

By: RW Foster
Name: PRO R. W. FOSTER
Title: PRES.

ASSIGNEE:

STEARNS INC., a Minnesota corporation

By: _____
Name: _____
Title: _____

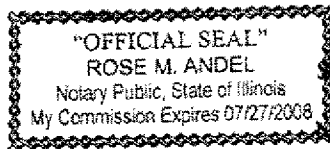
Acknowledgement by Notary Public

State of ILLINOIS

County of DuPage

On this 21st day of April, 2005, before me, the undersigned Notary Public, personally appeared R. W. FOSTER, 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:

Rose M. Andel

Name:

ROSE M. ANDEL, Notary Public

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

ASSIGNOR:

HODGMAN, INC., an Illinois corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

STEARNS INC., a Minnesota corporation

By: Paul J. Ebert

Name: Paul J. Ebert

Title: President

EXHIBIT A

TRADEMARKS

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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BRIGHTON

United States	T08782	05/15/1984 09/03/2015 Renewal	480,529	09/03/1985	1,358,124	Registered	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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CASTER

United States	T33316USO	5/10/2002	76/407,036			Pending Appeal Brief filed 12/17/04 Remanded to Examiner and now approved for publication	25
02/25/2004 Response To OA							

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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DURA-MAG

United States	T3410USO	06/06/2003 10/26/2010 Affidavit of Use 10/26/2014 Renewal	76/521,116	10/26/2004	2,897,922	Registered	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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DURA-STRETCH

		04/29/1997					
United States	T2597US0	10/24/2006 Affidavit of Use 10/24/2010 Renewal	75/283,304	10/24/200	2,398,229	Registered	25

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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E-Z PAC

						Pending	
United States	T34532US0	02/18/2004	76/576,466			Published 01/18/2005	18

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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FIELD-PAC

						Pending	
United States	T34257US0	9/17/2003	76/545,541			SOU filed 11/23/2004	25

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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FLEX-LITE

		7/24/1998					
United States	T30927US0	10/21/2009 Affidavit Of Use 10/21/2013 Renewal	75/524,389	10/21/2003	2,775,923	Registered	25

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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GUIDELITE

		10/20/1999					
United States	T30945US0	8/19/2009 Affidavit Of Use 8/19/2013 Renewal	75/827,423	8/19/2003	2,753,451	Registered	25

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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HODGMAN

		6/4/1997					
European Union	T26070EU0	6/4/2007 Renewal	000551168	2/7/1999	000551168	Registered	25

		6/6/1988					
United States	T11513	5/23/2009 Renewal	73/732,534	5/23/1989	1,540,600	Registered	25

						Pending	
South Korea	T11513KR0	12/11/2003	2003-55000			Pending 02/04/2005	25

China

					1,089,415	Pending	25
Assigned to Hodgman Inc. By Mr. Liu Ning 04/22/05							

Hodgman - Trademark Assignment

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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HORCO-TEX

United States	T11239US1	3/15/1996 01/28/2007 Renewal	75/073,413	1/28/1997	2,033,948	Registered	25
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United States	T11239	03/04/1998	73/714,788	3/28/89	1,532,080	Abandoned	
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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HORCO-TEX

United States	T11239US1	3/15/1996 01/28/2007 Renewal	75/073,413	1/28/1997	2,033,948	Registered	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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HUNT PAC

United States	T33314US0	3/12/2003	76/497,346			Abandoned 2/24/05	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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LAKESTREAM AND DESIGN

United States	T07277	4/16/1985 6/3/2006 Renewal	532,551	6/3/1986	1,395,819	Registered	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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NEO-TREK

United States	T34256US0	9/17/2003	76/545,752			Pending Final Review Prior To Publication	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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MUCKBUSTER

T33006US0	T33006US0	12/17/2001 9/23/2009 Affidavit Of Use 9/23/2013 Renewal	76/348,897	9/23/2003	2,767,728	Registered	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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ROD & REEL

United States	T08783	7/18/1924 12/16/2014 Renewal	200,183	12/16/1924	193,078	Registered	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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STRETCHLITE

		2/4/1999					
United States	T30928US0	8/27/2008 Affidavit Of Use 8/27/2012 Renewal	75/635,094	8/27/2002	2,613,017	Registered	25

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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THERMO-FLEECE

		8/26/1997					
United States	T26238US0	5/23/2006 Affidavit Of Use 5/23/2010 Renewal	75/346,827	5/23/2000	2,352,319	Registered	25

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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THERMOBOOT

		8/7/1996					
United States	T18105US1	6/10/2007 Renewal	75/147,100	6/10/1997	2,069,958	Registered	25

United States	T18105	11/9/1953	71/656,126	8/25/54	594,272	Abandoned	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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THERMOBOOT & DESIGN

United States	T18104	6/29/1959 1/5/2010 Renewal	076,645	1/5/1960	690,980	Registered	25
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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TREES/SUN LOGO

United States	T30331US0	4/7/1999 1/2/2007 Affidavit Of Use 1/2/2011 Renewal	75/677,594	1/2/2001	2,416,964	Registered	25, 28
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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WADELITE

United States	T12103A	3/20/1995 10/29/2006 Renewal	74/648,723	10/29/1996	2,012,760	Registered	25
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United States	T31634US0	5/18/2000 10/8/2008 Affidavit Of Use 10/8/2012 Renewal	76/051,375	10/8/2002	2,629,958	Registered	025
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COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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WADETECH

		5/10/2002					
United States	T33315US0	9/9/2009 Affidavit Of Use 9/9/2009 Affidavit Of Use	76/407,037	9/9/2003	2,761,098	Registered	025

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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WADEWEAR

		4/29/1997					
United States	T26039US0	11/7/2006 Affidavit Of Use 11/7/2010 Renewal	75/283,303	11/7/2000	2,402,315	Registered	25

COUNTRY	REFERENCE NUMBER	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER	STATUS	CLASSES
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WADEWELL

		6/24/1947					
United States	T12103	3/29/2009 Renewal	524,706	3/29/1949	508,032	Registered	25