

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
Watermark Paddlesports, Inc.		05/16/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Confluence Holdings Corp.		
Street Address:	3761 Old Glenola Road		
City:	Trinity		
State/Country:	NORTH CAROLINA		
Postal Code:	27370		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1317992	AQUATERRA	
Registration Number:	1678415	AQUATERRA	
Registration Number:	2151856	DAGGER	
Registration Number:	2035561		
Registration Number:	1272456		
Registration Number:	1525514		
Registration Number:	2516461		
Registration Number:	2516462		
Registration Number:	2876635		
Serial Number:	78225432	HARMONY	
Serial Number:	76333983	HARMONY	
Registration Number:	2773982	HARMONY	
Registration Number:	2214393	MAINSTREAM	
Registration Number:	1270592	PERCEPTION	

CH \$365.00 1317992

900025478

TRADEMARK
REEL: 003093 FRAME: 0052

CORRESPONDENCE DATA

Fax Number: (202)942-5999

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-720-7022

Email: trademarkdocketing@aporter.com

Correspondent Name: Melissa Cross

Address Line 1: 555 Twelfth Street, N.W.

Address Line 2: IP Docketing

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Melissa Cross
Signature:	/melissa cross/
Date:	05/27/2005
Total Attachments: 6 source=W to C#page1.tif source=W to C#page2.tif source=W to C#page3.tif source=W to C#page4.tif source=W to C#page5.tif source=W to C#page6.tif	

TRADEMARK/DOMAIN NAME ASSIGNMENT

THIS ASSIGNMENT is effective May 16, 2005 between Watermark Paddlesports, Inc., a Delaware corporation with its principal place of business at 15025 SW Koll Parkway Beaverton, Oregon 97006 ("Assignor") and Confluence Holdings Corp., a Delaware corporation with its principal place of business at 3761 Old Glenola Road Trinity, North Carolina 27370 ("Confluence" or "Assignee").

WHEREAS, Assignor owns, free and clear of all liens, claims and encumbrances the trademarks and trade name identified on the attached Schedule (the "Marks"), as well the domain name registrations identified on the Schedule (the "Domain Names"), and Assignor's rights are valid and subsisting;

WHEREAS, Assignee desires to obtain all right, title, and interest in, to and under the Marks and Domain Names and Assignor is willing to assign such rights, together with any associated goodwill;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in, to and under the Marks and Domain Names, together with any associated good will, including the right to recover damages and/or profits that have arisen from infringement of the Marks, with the same to be held by Assignee for its use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks or other authority responsible for effectuating and/or recording assignments in the country involved, to indicate in its records that Confluence is the assignee of the entire right, title and interest in, to and under the Marks and Domain Names set forth in the attached Schedule. Assignor agrees to take such further actions and execute such other instruments as Assignee shall reasonably request to give effect to the foregoing assignment or otherwise to evidence and perfect the Assignor's interest in the transferred assets, including, without limitation, any documents required to complete the transfer of the registration of the Domain Names from Assignor to Assignee.

Furthermore, Assignor represents and warrants that to the best of its knowledge, the Marks, and any associated rights therein, do not infringe the trademark, trade name or other proprietary rights of third parties, and Assignor agrees to indemnify and hold harmless Assignee, its officers, directors, agents, affiliates, representatives, successors, predecessors, assigns and employees, from and against any and all claims damages, liabilities, costs and expenses (including reasonable attorneys' fees), demands or causes of action arising out of, based upon or in connection with any claims by third parties to the rights to use or the registration of the Marks by Assignee.

EXECUTION COPY

IN TESTIMONY WHEREOF, Assignor has caused these presents to be signed and its corporate seal hereto affixed as of this 16 day of May, 2005.

WATERMARK PADDLESPORTS INC.


By: 

Name: James W. Clate

Title: CEO.

Date: may 16 2005

Sworn to and subscribed before me this
16th day of May, 2005.


Notary Public
My commission expires DECEMBER 6, 2006



ACKNOWLEDGED, AGREED AND ACCEPTED
THIS ____ DAY OF MAY, 2005

[Trademark / Domain Name Assignment]

SCHEDULE**Trade Name**

WATERMARK PADDLESPORTS, INC.

Trademarks

AQUATERRA, Serial No. 73/459777, Registration No. 1,317,992, Registration Date: 2/5/1985, United States

AQUATERRA, Serial No. 74/022820, Registration No. 1,678,415, Registration Date: 3/10/1992, United States

DAGGER, Serial No. 75/169881, Registration No. 2,151,856, Registration Date: 4/21/1998, United States

DESIGN (box with circle, kayak and 2 canoes), Serial No. 75/067450, Registration No. 2,035,561, Registration Date: 2/4/1997, United States

DESIGN (kayak and 2 canoes), Serial No. 819,162,140, Registration No. 819,162,140, Registration Date: 12/15/1998, Brazil

DESIGN (kayak and 2 canoes), Serial No. 73/355626, Registration No. 1,272,456, Registration Date: 4/3/1984, United States

DESIGN (kayak 2 spoons deck), Serial No. 73/660690, Registration No. 1,525,514, Registration Date: 2/21/1989, United States

DESIGN (kayak oblong deck), Serial No. 75/905835, Registration No. 2,516,461, Registration Date: 12/11/2001, United States

DESIGN (kayak slim deck), Serial No. 75/905836, Registration No. 2,516,462, Registration Date: 12/11/2001, United States

DESIGN (kayak with waterline), Serial No. 76/530633, Registration No. 2,876,635, Registration Date: 8/24/2004, United States

HARMONY, Serial No. 78/225432 (pending), United States

HARMONY, Serial No. 76/333983 (pending), United States

HARMONY, Serial No. 76/334013, Registration No. 2,773,982, Registration Date: 10/14/2003, United States

MAINSTREAM, Serial No. 75/374679, Registration No. 2,214,393, Registration Date: 12/29/1998, United States

PERCEPTION, Serial No. 819,162,124, Registration No. 819,162,124, Registration Date: 12/15/1998, Brazil

PERCEPTION, Serial No. 775,510, Registration No. 1,337,412, Registration Date: 1/9/1986, France

PERCEPTION, Serial No. P33480/12Wz, Registration No. 1,101,331, Registration Date: 1/8/1996, Germany

PERCEPTION, Serial No. 2000-121524, Registration No. 4,562,005, Registration Date: 4/19/2002, Japan

PERCEPTION, Serial No. 163,112, Registration No. 163,112, Registration Date: 1/9/1986, New Zealand

PERCEPTION, Serial No. 1,182,144, Registration No. 1,182,144, Registration Date: 3/22/1982, United Kingdom

PERCEPTION, Serial No. 73/355625, Registration No. 1,270,592, Registration Date: 3/20/1984, United States

3-D, Common Law Trademark, United States

CAROLINA, Common Law Trademark, United States

DANCER PRO, Common Law Trademark, United States

DANCER XT, Common Law Trademark, United States

FREEDOM, Common Law Trademark, United States

KAHUNA, Common Law Trademark, United States

KIWI, Common Law Trademark, United States

OVERFLOW, Common Law Trademark, United States

PIROUETTES, Common Law Trademark, United States

REFLEX CLUB, Common Law Trademark, United States

SLASHER, Common Law Trademark, United States

SPECTRUM S, Common Law Trademark, United States

WHIPIT, Common Law Trademark, United States

ACADIA, Common Law Trademark, United States

CORSICA, Common Law Trademark, United States

DANCER, Common Law Trademark, United States
DANCER JUNIOR, Common Law Trademark, United States
FREEDOM 2, Common Law Trademark, United States
GYRAMAX, Common Law Trademark, United States
MR. CLEAN, Common Law Trademark, United States
SEA LION, Common Law Trademark, United States
TORRENT, Common Law Trademark, United States
WHIPLASH, Common Law Trademark, United States
G-FORCE, Common Law Trademark, United States
G-RIDE, Common Law Trademark, United States
SHOWDOWN, Common Law Trademark, United States
HONCHO, Common Law Trademark, United States
SUPER EGO, Common Law Trademark, United States
INFRARED, Common Law Trademark, United States
CROSSFIRE, Common Law Trademark, United States
BLAST, Common Law Trademark, United States
DYNAMO, Common Law Trademark, United States
CYPRESS, Common Law Trademark, United States
CHARLESTON, Common Law Trademark, United States
CORTEZ, Common Law Trademark, United States
DELTA, Common Law Trademark, United States
ZYDECO, Common Law Trademark, United States
FROLICCAYMAN, Common Law Trademark, United States
GRAND CAYMAN, Common Law Trademark, United States
LIPSTICK, Common Law Trademark, United States

BIGSTICK, Common Law Trademark, United States

ISLANDER, Common Law Trademark, United States

ISLANDER (and design), Common Law Trademark, United States

Domain Names:

aquaterterra.net
aquaterrakayaks.com
aquaterrakayaks.net
aquaterrakayaks.org
dagger.com
islanderkayaks.com
kayaker.com
keepers.net
keepers.org
learn2kayak.com
learn2paddle.com
mainstreamkayaks.com
mainstreamkayaks.net
perceptionkayaks.com
perceptionkayaks.net
perceptionkayaks.org
watermark-corp.com
watermarkboats.com
watermarkco.com
watermarkgear.com
watermarkpremium.com
harmonygear.com
harmonygear.net

adventuretechnology.com
atpaddle.com
atpaddles.com
airalite.com
harmonygear.org
watermarksports.com
watermarkdealer.com