

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
Diaxis LLC		12/20/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Gordo Enterprises, Inc.		
Street Address:	427 East Michigan Avenue		
City:	Kalamazoo		
State/Country:	MICHIGAN		
Postal Code:	49007		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2307059	DUB	
Registration Number:	2339792	DUB	
Registration Number:	2299517	DUB	
Registration Number:	2158787		
CORRESPONDENCE DATA			
Fax Number:	(212)425-5288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	Dana R. Kaplan, Esq.		
Address Line 1:	One Broadway		
Address Line 2:	Kenyon & Kenyon		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Dana R. Kaplan, Esq.		
Signature:	/Dana R. Kaplan/		

CH \$115.00 2307059

Date:

07/28/2005

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment"), is made and effective as of this December 20, 2004 (the "Effective Date"), between Diaxis LLC, a California corporation ("Assignor") with an address at 225 South Aviation Boulevard, El Segundo, CA 90245, and Gordo Enterprises, Inc., a Michigan corporation with an address at 427 East Michigan, Kalamazoo, MI 49007 ("Assignee"). (Assignor and Assignee are sometimes referred to collectively herein as the "Parties" and individually as a "Party")

A. Assignor owns the marks "DUB" and "DUB WEATHERGEAR" (collectively, the "Marks") and the federal registrations of the Marks in classes 16, 18 and 25. Assignor also owns registrations to the Marks in the countries listed in Exhibit B1 (the domestic and foreign registrations comprise the "Registrations").

B. Assignee desires to acquire all right, title and interest in and to the Marks, the Registrations and the good will symbolized by the Marks.

NOW, THEREFORE, for the consideration set forth below, the receipt and sufficiency of which is hereby acknowledged and accepted, and intending to be legally bound hereby, the Parties hereto agree as follows:

Terms

1. Trademark Assignment. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to (a) the Marks, together with the Registrations, (b) all rights of action arising from the Marks, all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, and (c) the goodwill symbolized by the Marks.

2.

3.

4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

(a) Organization and Standing. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Assignor has all necessary corporate power and authority to execute and deliver this Assignment and to perform its obligations hereunder.

(b) Authority. Assignor has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Assignment, to consummate the transactions contemplated hereby and to perform its obligations hereunder. This Assignment has been duly authorized, executed and delivered by Assignor and constitutes the legal, valid and binding obligations of Assignor enforceable against Assignor in accordance with its terms.

(c) No Violation of Law and Agreements. The execution, delivery and performance of this Assignment (including, without limitation, the assignment of the Registrations and Marks to Assignee) does not directly: (i) conflict with or violate any provision of: (A) the Articles of Incorporation or Bylaws of Assignor; (B) to the knowledge of Assignor, conflict with or violate any federal, state or local law or regulation relating to the use or exploitation of the Registrations or Marks; (C) to the knowledge of Assignor, conflict with or violate any order, arbitration award, judgment or decree relating to the validity of the Registrations, any infringement of the Marks or Registrations or any injunction prohibiting the use of any of the Marks or Registrations; or (D) any material agreement or instrument to which Assignor or the Registrations or Marks are subject.

(d) Assignor has taken all necessary steps to maintain each Registration, including paying all trademark registration fees and renewal fees that have come due (if applicable).

5. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor as follows:

(a) Organization and Standing. Assignee is a company duly formed, validly existing and in good standing under the laws of Michigan. Assignee has all necessary company power and authority to carry on its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to execute and deliver this Assignment and to perform its obligations hereunder.

(b) Authority. Assignee has all requisite company power and authority, and has taken all company action necessary, to execute and deliver this Assignment, to consummate the transactions contemplated hereby and to perform its obligations hereunder. This Assignment has been duly authorized, executed and delivered by Assignee and constitutes the legal, valid and binding obligations of Assignee enforceable against Assignee in accordance with its terms.

6. Termination. This Assignment may, by written notice given to the non-terminating Party prior to the Closing, be terminated by:

(a) By Assignor if any payments due under the Settlement Agreement have not occurred and been cured timely; or

(b) by mutual written consent of Assignor and Assignee.

If this Assignment is terminated pursuant, all further obligations of the Parties under this Assignment will terminate other than the right to pursue claims or demands arising from a breach by either Party under the Settlement Agreement or Note arising thereunder.

7. Further Assurances. Assignor hereby covenants and agrees to execute and deliver such other documents (in form and substance reasonably satisfactory to Assignee) as Assignee may reasonably request for the purpose of transferring, recording or otherwise effectuating the transfer, sale and assignment of the Marks and Registrations.

8. Entire Agreement. This Assignment, in conjunction with the Settlement Agreement and other related documents (including all respective exhibits and schedules) constitutes the entire agreement among the Parties and supercedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Assignment by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

10. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Assignment.

11. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below (and receipt shall be deemed to occur upon actual receipt, as shown on the certified mail receipt):

If to Assignor: Diaxis LLC
225 South Aviation Boulevard
El Segundo, CA 90245
Attn: John Dickinson

Copy to: Sheppard, Mullin, Richter & Hampton, LLP
4000 Bell Atlantic Tower
650 Town Center Dr., 4th Floor
Costa Mesa, CA 92626-1925
Attn: Paul F. Rafferty, Esq.

If to Assignee: Gordo Enterprises, Inc.
427 East Michigan
Kalamazoo, MI 49007
Attn: Scott Gordon

Copy to: Price, Heneveld, Cooper, DeWitt &
Litton, LLP
695 Kenmoor S.E.
Grand Rapids, MI 49501
Attn: Chad Wiegand, Esq.

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail). But no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

12. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

13. Amendments and Waivers. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

14. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date and year first above written.

DIAXIS LLC

By: 

Name: Audrey Lee
Title: General Counsel

GORDO ENTERPRISES, INC.

By: Scott Gordon
Its: President

