

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
Spyder Active Sports, Inc.		01/04/2005	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Troy Bush		
Street Address:	909 Evergreen Avenue		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80304		
Entity Type:	INDIVIDUAL:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78453124		
Serial Number:	78259563	SECTION	
CORRESPONDENCE DATA			
Fax Number:	(631)421-1451		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	631-987-8173		
Email:	pbrozek@optonline.net		
Correspondent Name:	Patricia A. Wilczynski Brozek		
Address Line 1:	40 Preston Street		
Address Line 2:	P.O. Box 1830		
Address Line 4:	Huntington, NEW YORK 11743		
NAME OF SUBMITTER:	Patricia A. Wilczynski Brozek		
Signature:	/patricia a. wilczynski brozek/		
Date:	09/27/2005		

OP \$65.00 78453124

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TRADEMARK
REEL: 003165 FRAME: 0241

EXHIBIT B

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, effective the 31st day of December, 2004, is made by and between Spyder Active Sports, Inc., a Colorado corporation, with its principal place of business located at 4725 Walnut Street, Boulder, Colorado 80301 ("ASSIGNOR"); and Troy Bush, an individual with an address of 909 Evergreen Avenue, Boulder, Colorado 80304 ("ASSIGNEE").

Recitals

WHEREAS, ASSIGNOR wishes to assign all of ASSIGNOR'S right, title and interest that it may have in and to the trademarks, designs, logos and domain name listed on the attached Schedule 1, all common law rights associated therewith, and all goodwill associated thereby (collectively referred to as the "Trademarks");

WHEREAS, ASSIGNEE wishes to acquire all rights, title and interest in and to the Trademarks that ASSIGNOR may have; and

WHEREAS, ASSIGNEE is the successor to that portion of the business of the ASSIGNOR to which the Trademarks pertain.

NOW, THEREFORE, in consideration of the Bill of Sale and Assignment and Assumption Agreement, Indemnification Agreement and all agreements delivered in connection therewith (collectively, the "Agreements"), which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Assignment

1. ASSIGNOR hereby assigns to ASSIGNEE all of its right, title and interest in and to the Trademarks.

2. The parties agree that this Assignment of Trademarks shall be interpreted, governed and enforced under the laws of the State of Colorado, regardless of its choice of law provisions and regardless of the residency or domicile of any of the parties. Any disputes or claims arising out of or related to this Assignment of Trademarks shall be brought in and determined by the Boulder County District Court, State of Colorado, or the U.S. District Court for the District of Colorado. Each of the parties hereby consents to the personal jurisdiction of these Courts as to actions related to the enforcement or

interpretation of this Assignment of Trademarks and agrees that such Courts shall have exclusive jurisdiction over any such actions. None of the parties shall contest the personal jurisdiction of such Courts over any such action.

3. This Assignment of Trademarks may be executed in any number of counterparts (whether by original or facsimile signature), each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

4. This Assignment of Trademarks and the other Agreements together constitute the entire agreement and understanding among the parties and supersede and cancel all previous negotiations, agreements and commitments, whether oral or in writing, with respect to the subject matter described herein and therein, and none of the parties shall be bound by any term, clause, provision, or condition save as expressly provided in such Agreements or as duly set forth in writing as a subsequent amendment to any of the Agreements, signed by each party or one of its duly authorized officers.

ASSIGNOR: SPYDER ACTIVE SPORTS, INC., a Colorado Corporation

Date: 1/4/05

By: [Signature]
Name: TROY D. BUSH
Title: President

SCHEDULE 1

Mark	Serial No./Reg. No.	Country
SECTION	20,231	Andorra (region of)
SECTION	20,451	Andorra (region of)
SECTION	1008036	Australia
SECTION	1,193,277	Canada
SECTION	651,195	Chile
SECTION	003401353	CTM
SECTION (Stylized and Design)	4809210	Japan
SECTION	714330	New Zealand
SECTION	520703	Switzerland
SECTION	2194649	United Kingdom
SECTION	78/259,563	United States
SECTION Logo	78/453,124	United States