

07-27-2005



7-25-05

RECOR  
TR

103049117

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Recreational Equipment, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Washington
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Moss, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 248 North Port Avenue  
City: Belfast  
State: Maine  
Country: US Zip: 04915

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Maine
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 30, 2005  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Nunc Pro Tunc Assignment

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 1539372

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kathie J. Kopczyk  
Internal Address: Jones Day  
North Point  
Street Address: 901 Lakeside Avenue  
City: Cleveland  
State: Ohio Zip: 44114  
Phone Number: (216) 586-3939  
Fax Number: (216) 579-0212  
Email Address: kjkopczyk@jonesday.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number 501432  
Authorized User Name Kathie J. Kopczyk

APR 25 AM 12:23  
FINANCE

9. Signature: Kathie J. Kopczyk Signature

July 21, 2005 Date

07/26/2005 DBYRNE 00000061 501432 1539372  
01 FC:8521 40.00 DA Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

40E

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT

This Agreement ("*Agreement*") is entered into by and between Moss, Inc., a corporation organized and existing under the laws of the State of Maine ("*Moss*") and Recreational Equipment, Inc., a corporation organized and existing under the laws of the State of Washington ("*REI*") on this 30<sup>th</sup> day of June, 2005.

### RECITALS

WHEREAS REI is the owner of United States Trademark Registration No. 1,539,372 ("*the Registration*"); and

WHEREAS, Moss desires to own the Registration; and

WHEREAS, REI desires to sell all right, title, interest and goodwill in and to the Registration to Moss.

### AGREEMENT

NOW THEREFORE in consideration of the foregoing Recitals, which are incorporated and made part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignment

By execution of this Agreement, and upon payment as set forth in Section 2 of this Agreement, REI hereby assigns to Moss all right, title, interest and goodwill in and to the trademark and service mark MOSS, ("*the Trademark*") including all right, title, interest and goodwill to the Registration. REI assigns the Registration and its rights to the Registration free from any liens, claims or encumbrances.

2. Payment

Upon execution of the Agreement, Moss will deliver to REI, a payment in the amount of ten thousand dollars (\$10,000.00) as full and complete payment for the rights and assignment granted pursuant to this Agreement.

3. Representations and Warranties

(a) By REI

REI represents and warrants that: (i) it has all right, title and interest in and to the Registration; (ii) REI is not aware of any acts or events that prevents its assignment of the Registration; (iii) the Registration is valid and is free from any liens, claims or encumbrances; and (iv) it has the power and authority to enter into this Agreement. REI makes no other representations or warranties concerning the Trademark or the Registration.

(b) By Moss

Moss represents and warrants that it has the power and authority to enter into this Agreement.

4. Validity and Enforceability

REI will not challenge, nor assist any third party in challenging, the validity or enforceability of the Registration nor Moss' rights to the Trademark or the Registration.

5. Further Assurances

At Moss' expense, REI will take all reasonable steps and provide all documentation necessary to perfect Moss' rights to the Registration or otherwise effectuate the purposes of this Agreement.

6. No Waiver

No waiver of any term, covenant or condition contained in this Agreement, or any failure to exercise a right or remedy hereunder, shall be considered a further waiver of the same.

7. Relationship

Nothing in this Agreement shall be construed to put the parties in the relationship of licensor/licensee, joint venturers, or principal and agent, and neither shall have the right to act on behalf of or bind the other.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

MOSS, INC.

By: 

Name: PAUL H. FARNOW

Title: PRESIDENT

RECREATIONAL EQUIPMENT, INC.

By: 

Name: Matthew Hyde

Title: SUP Merchandising