

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
Athleta Corporation		01/12/2006	a California corporation:
RECEIVING PARTY DATA			
Name:	Athleta, Inc.		
Street Address:	1622 Corporate Circle		
City:	Petaluma		
State/Country:	CALIFORNIA		
Postal Code:	94954		
Entity Type:	a Delaware corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2474894	ATHLETA	
Registration Number:	2427933	ATHLETA	
Registration Number:	2427769	ATHLETA	
CORRESPONDENCE DATA			
Fax Number:	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4155760200		
Email:	mls@townsend.com		
Correspondent Name:	Mary L. Shapiro, Esq.		
Address Line 1:	Townsend and Townsend and Crew LLP		
Address Line 2:	Two Embarcadero Center, 8th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	ATHLETA		
NAME OF SUBMITTER:	Mary L. Shapiro		

CH \$90.00 2474894

Signature:

/Mary L. Shapiro/

Date:

02/10/2006

Total Attachments: 2

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**ATHLETA, INC./ATHLETA CORPORATION
ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Assignment of IP Agreement") is made and entered into as of January 12, 2006 by and between Athleta Corporation, a California corporation ("Seller"), and Athleta, Inc., a Delaware corporation ("Buyer") pursuant to that certain Asset Purchase Agreement dated as of December 30, 2005 by and among the Seller, the Buyer, and certain of Seller's stockholders (the "Purchase Agreement"). Capitalized terms used herein shall be as defined in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign its Intellectual Property (as defined in the Purchase Agreement) to Buyer; and

WHEREAS, the execution and delivery of this Assignment of IP Agreement by Seller is a condition to the obligations of Buyer to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants set forth herein and in the Purchase Agreement, and intending to be legally bound hereby, Buyer and Seller hereby agree as follows:

1. **Assignment of Intellectual Property.** Seller hereby assigns, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Intellectual Property, as defined in the Purchase Agreement.

2. **Assignment of this Agreement.** Neither this Assignment of IP Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the Seller and the Buyer; provided, however that the Buyer may assign (without consent) any of its rights under this Assignment of IP Agreement to any of its Affiliates or to any successor to all or substantially all of its business (whether by sale of ownership interests or assets, merger, consolidation or otherwise). Subject to the preceding sentence, this Assignment of IP Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

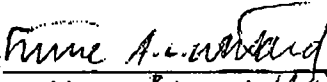
5. **Counterparts.** This Assignment of IP Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. **Governing Law.** This Assignment of IP Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, applicable to contracts executed in and to be performed entirely within that state.

IN WITNESS WHEREOF, Buyer and Seller have caused this Assignment of IP Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER:

Athleta, Inc.,
a Delaware corporation

By: 
Name: Bruce Willard
Title: President

By: _____
Name: _____
Title: _____

SELLER:

Athleta Corporation,
a California corporation

By: 
Name: Joe Teno
Title: President