

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

INSPOPT INTERNATIONAL INC.

- Individual(s)
- General Partnership
- Corporation- State: OREGON
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 11-22-05

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VITAL PERFORMANCE LLC

Internal

Address:

Street Address: 7 NORDEN LANE

City: HUNTINGTON STATION

State: NY

Country: USA Zip: 11746

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC 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)

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)

SEE ATTACHED

Additional sheet(s) attached? Yes No

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

SEE ATTACHED

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

Name: PHYLLIS ELLIOTT

Internal Address: PELLIOTT@sparksonline.com

Street Address: c/o 2828Charter Road

City: Philadelphia

State: PA Zip: 19154

Phone Number: 215-602-8082

Fax Number: 215-676-1992

Email Address: pelliett@sparksonline.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$340.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 5658
Expiration Date 9/08

b. Deposit Account Number

Authorized User Name

9. Signature: Robert B. Ginsburg
Signature

12-27-05
Date

Robert B. Ginsburg
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ATTACHMENT # 1 to PTO-1594

Receiving Party: VITAL PERFORMANCE LLC

United States

<u>Trademark Description:</u>	<u>U.S. Serial / Registration No.:</u>	<u>Date Registered:</u>
NEW ZEALAND SPLITS	Serial No.: 73/522,190 Registration No.: 1,386,064	March 11, 1986
FOLLOW NO ONE	Serial No.: 75/208,150 Registration No.: 2,234,861	March 23, 1999
UNDERSTAT	Serial No.: 75/436,598 Registration No.: 2,327,241	March 7, 2000
SHIMLET	Serial No.: 76/190,556 Registration No.: 2,509,984	November 20, 2001
HYDRASUEDE	Serial No.: 76/416,894 Registration No.: 2,693,178	March 4, 2003
MICROVENT	Serial No.: 76/431,450 Registration No.: 2,713,393	May 6, 2003
HYDROTWILL	Serial No.: 76/431,531 Registration No.: 2,713,395	May 6, 2003
INSPORT (Words Only)	Serial No.: 76/470,861 Registration No.: 2,847,272	June 1, 2004
I WITH WINGS (Design Only)	Serial No.: 76/470,862 Registration No.: 2,861,043	July 6, 2004

COPY





ATTACHMENT #2 to ITO-1594
RECEIVING PARTY: VITAL PERFORMANCE LLC

CROSSPEDITION	Serial No.: 76/128,953 Registration No.: 2,640,550	October 22, 2002
XODUS SILVERWEAR	Serial No.: 78/695,327	August 18, 2005
XODUS	Serial No.: 78/695,353	August 18, 2005

Canada

<u>Trademark Description:</u>	<u>Canada Application / Registration No.:</u>	<u>Date Registered:</u>
HYDRASUEDE	Application No.: 778,702 Registration No.: TMA465,214	October 17, 1995
PROMESH	Application No.: 778,708 Registration No.: TMA468,282	January 7, 1997

France

<u>Trademark Description:</u>	<u>France Application / Registration No.:</u>	<u>Date Registered:</u>
INSPORT and Design 	Application No.: 206,994 Registration No.: 1,590,301	May 3, 1990
INSPORT and Design 	Application No.: 02/3169088 Registration No.: 02/3169088	June 13, 2002

Germany

<u>Trademark Description:</u>	<u>German Application / Registration No.:</u>	<u>Date Registered:</u>
INSPORT and Design	Application No.: 397 57 525.4 Registration No.: 397 57 525	May 10, 1998

COPY



Hong Kong

Trademark Description:

INSPORT and Design



Hong Kong Application /
Registration No.:

Application No.: 98 10779
Registration No.: B14374/1999

Date Registered:

November 19, 1999

Japan

Trademark Description:

INSPORT and Design



Japan Application / Registration
No.:

Application No.: 2001-508696
Registration No.: 2,322,187

Date Registered:

July 31, 1991

Switzerland

Trademark Description:

INSPORT and Design



Switzerland Application /
Registration No.:

Application No.: 9647/1997
Registration No.: 451,224

Date Registered:

May 4, 1998

COPY

Execution**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property (this "IP Assignment") is delivered by INSPORT INTERNATIONAL INC., an Oregon corporation (the "Assignor") to VITAL PERFORMANCE LLC, a New York limited liability company (the "Assignee") on this 22nd day of November, 2005. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement dated the date hereof to which the Assignor and Assignee are parties (the "Purchase Agreement").

WHEREAS, Assignor, Assignee and the shareholders of Assignor have entered into the Purchase Agreement which provides for, among other things, the sale, transfer, conveyance, assignment and delivery of the Acquired Assets by Assignor to Assignee on the date hereof; and

WHEREAS, in connection with the sale and purchase of the Acquired Assets pursuant to the Purchase Agreement, Assignor is to assign to Assignee certain intellectual property relating to Assignor's business and operations;

NOW, THEREFORE, pursuant to and in consideration of the Purchase Agreement and the mutual covenants and agreements set forth therein and herein, Assignor, intending to be legally bound, hereby sells, transfers, conveys, and assigns to Assignee all of Assignor's right, title and interest in, to and under all of the Intellectual Property, including, without limitation, the intellectual property set forth on Schedule A attached hereto.

This IP Assignment is being executed and delivered pursuant to the Purchase Agreement and is expressly made subject to and shall have the benefits of the representations, warranties, covenants, terms, conditions and other provisions of the Purchase Agreement.

All the terms and provisions of this IP Assignment shall be binding upon Assignor and Assignor's successors and assigns and shall inure to the benefit of Assignee and Assignee's successors and assigns.

This IP Assignment shall be governed by, and construed in accordance with, the domestic, internal laws of the State of New York without regard to its rules of conflict of laws.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property to be executed and delivered by its duly authorized officer the day and year first written above.

ASSIGNOR:

INSPORT INTERNATIONAL INC.

By EE M

Name: Eric E. Merk, Jr.

Title: President

COPY
PDXDOCS1483171.1

TRADEMARK