

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
Heritage Boatworks, Inc.		03/17/2006	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Legacy Paddlesports LLC		
Street Address:	3412 Old Onslow Road		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27407		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2490862	HERITAGE	
Registration Number:	2595735	QUALITY BY DESIGN	
CORRESPONDENCE DATA			
Fax Number:	(336)232-9075		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	336-271-3175		
Email:	dsar@brookspierce.com		
Correspondent Name:	David W. Sar		
Address Line 1:	230 N. Elm St.		
Address Line 2:	2000 Renaissance Plaza		
Address Line 4:	Greensboro, NORTH CAROLINA 27401		
ATTORNEY DOCKET NUMBER:	ANDY ZIMMERMAN		
NAME OF SUBMITTER:	David W. Sar		
Signature:	/DavidWSar/		

OP \$65.00 2490862

Date:

03/23/2006

Total Attachments: 2

source=TrademarkAssignmentHeritageToLegacy#page1.tif

source=TrademarkAssignmentHeritageToLegacy#page2.tif

Trademark Assignment

This Trademark Assignment ("Assignment"), having an effective date of March 17, 2006, is entered into by and between Heritage Boatworks, Inc. ("Assignor"), a Rhode Island corporation and Legacy Paddlesports LLC ("Assignee"), a North Carolina limited liability company. Collectively, Assignor and Assignee are referred to herein as the "Parties."

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title, privileges and interest in and to the trademark(s), proprietary indicia, trade style(s), trade dress(es), logo(s), symbol(s), source identifier(s), brand name(s) and/or designations shown on the attached Schedule A, as well as all associated goodwill (collectively, the "Trademark(s)").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and deemed sufficient, for the matters recited in this Assignment, and for other valid and good consideration, the Parties agree as follows:

Assignor hereby conveys, assigns and transfers to Assignee all of Assignor's entire right, title, privileges, and interest in and to the Trademark(s), together with all goodwill appurtenant thereto, all common law rights thereto, all registration(s) or application(s) for the registration of the Trademark(s), whether such registration(s) or application(s) are made to the United States Patent and Trademark Office or any state, country, government, or foreign authority, including without limitation those application(s) and registration(s) set forth on the attached Schedule A. Assignor further, and without limitation, conveys, assigns and transfers all of Assignor's rights under any claim relating to the Trademark(s) that arose at any time prior and up to the conveyance of the Trademark(s) under this Assignment, including, without limitation, all rights to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of the Trademark(s) and to recover and hold all damages, profits and other compensation arising from such third party's unlawful acts.

Signed under seal as of the date first above written.

ASSIGNOR

Heritage Boatworks, Inc.

By:

 (SEAL)
Holyoke L. Whitney, President

ASSIGNEE

Legacy Paddlesports LLC

By:

 (SEAL)
Andrew J. Zimmerman,
President & CEO

Schedule A

Trademarks

QUALITY BY DESIGN

U.S. Trademark Registration No. 2,595,735

HERITAGE

U.S. Trademark Registration No. 2,490,862