

01-09-2006

RECORD



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OMB No. 0651-0011 (exp. 4/94)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1-5-05

1. Name of conveying party(ies):

Aspen Seating, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Aspen Seating, LLC

Internal Address: _____

Street Address: 4251 South Natches Court, Suite E

City: Sheridan State: CO ZIP: 80111

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- Other Colorado Limited Liability Corporation

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.)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: December 29, 2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,004,752 3,004,753 3,029,862

Additional numbers attached? Yes No

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

Name: John R. Ley

Internal Address: _____

Street Address: Suite 610
5299 DTC Boulevard

City: Greenwood Village State: CO ZIP: 80111-3327

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-1087

(Attach duplicate copy of this page if paying by deposit account)

01/06/2006 DBYRNE 00000292 3004752

01 FC:A521 40.00 DP
02 FC:A522 50.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and an attached copy is a true copy of the original document.

John R. Ley
Name of Person Signing

[Signature]
Signature

January 3, 2006
Date

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

Refund Ref: 01/06/2006 DBYRNE 000014947

CHECK Refund Total: \$30.00

TRADEMARK ASSIGNMENT

WHEREAS, Aspen Seating, Inc., a Colorado corporation, having a place of business at 4251 South Natches Court, Suite E, Sheridan, Colorado, 80110, desires to transfer the entire right, title and interest in and to the following U.S. Trademarks: Registration No. 3,004,752, "RIDE DESIGNS," registered October 4, 2005; Registration No. 3,004,753, "RIDE and Design," registered October 4, 2005; and Registration No. 3,029,862, "RIDE CAM," registered December 13, 2005, and including the goodwill associated therewith (all hereinafter referred to as "Assigned Property"); and

WHEREAS, Aspen Seating, LLC, a Colorado Limited Liability Company, having a place of business at 4251 South Natches Court, Suite E, Sheridan, Colorado 80110, desires to acquire the entire right, title and interest in and to said Assigned Property;

NOW THEREFORE, for certain good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Aspen Seating, Inc. does hereby sell, assign and transfer to Aspen Seating, LLC, the entire right, title and interest in and to said Assigned Property; and Aspen Seating, LLC does hereby accept the assignment of said Assigned Property from Aspen Seating, Inc.

UPON SAID CONSIDERATION, Aspen Seating, Inc. hereby covenants and agrees with Aspen Seating, LLC, that Aspen Seating, Inc. will not execute any writing or do any act whatsoever conflicting with this Assignment or the rights to the Assigned Property transferred under this Assignment, that Aspen Seating, Inc. will, at any time upon request, without further or additional consideration, but at the expense of Aspen Seating, LLC, execute such additional assignments and other writings and do such additional acts as Aspen Seating, LLC may deem necessary or desirable to perfect this Assignment or the enjoyment of the Assigned Property and all registrations derived therefrom, and render all necessary assistance in making application for and obtaining Certificates of Registration in any and all foreign countries, of the trademarks included within the Assigned Property, and in enforcing any rights or chooses in action accruing as a result of such applications or registrations, by giving testimony in any proceedings or transactions involving such applications or registrations; it being understood that this Assignment shall bind, and inure to the benefit of, the successors, assigns and legal representatives of the parties hereto.

