

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
XTools, LLC		04/03/2006	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Shakespeare Company, LLC		
Street Address:	3801 Westmore Drive		
City:	Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29223		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2889934	XTOOLS	
Registration Number:	2855022	GRIPNWEIGH	
Registration Number:	2894693	E-Z RELEASE	
Registration Number:	2987820	X	
Registration Number:	3038241	E-Z LOCK	
CORRESPONDENCE DATA			
Fax Number:	(206)463-8880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-463-3631		
Email:	trademarks@k2sports.com		
Correspondent Name:	K-2 Corporation		
Address Line 1:	19215 Vashon Highway SW		
Address Line 4:	Vashon, WASHINGTON 98070		
ATTORNEY DOCKET NUMBER:	SHFT-2-9721,23,25,27,29		

CH \$140.00 2889934

NAME OF SUBMITTER:	Lisa M Willhite
Signature:	/Lisa M Willhite/
Date:	04/21/2006
Total Attachments: 6 source=KTOI-5-8563AAAA#page1.tif source=KTOI-5-8563AAAA#page2.tif source=KTOI-5-8563AAAA#page3.tif source=KTOI-5-8563AAAA#page4.tif source=KTOI-5-8563AAAA#page5.tif source=KTOI-5-8563AAAA#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of April 3, 2006 by and among Shakespeare Company, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of Parent ("Assignee"), and XTOOLS, LLC, a Florida limited liability company ("Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Parent, Assignee, Assignor and all the members of Assignor entered into that certain Asset Purchase Agreement dated as of March 31, 2006 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all trademarks, trade names, corporate names, business names, domain names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein (collectively, the "Trademarks").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignor hereby agrees as follows:

I. **Grant.** Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. **Representations and Warranties of the Parties.** Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. **Further Assurances.** Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. **Recording of Assignment.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. **Asset Purchase Agreement.** This Assignment is executed and delivered pursuant to the Asset Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase agreement, and in the event of any conflict between the Asset Purchase agreement and this Assignment, the Asset Purchase Agreement shall control.


6. **Counterparts.** This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

XTOOLS, LLC,
a Florida limited liability company

By: 

Name: Robert Kramer

Title: President

ASSIGNEE:

SHAKESPEARE COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: Monte H. Baier

Title: Vice President & General Counsel

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

XTOOLS, LLC,
a Florida limited liability company

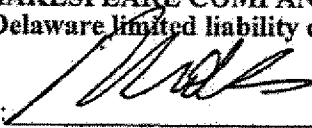
By: _____

Name: _____

Title: _____

ASSIGNEE:

SHAKESPEARE COMPANY, LLC,
a Delaware limited liability company

By:  _____

Name: Monte H. Baier

Title: Vice President & General Counsel

EXHIBIT A

Trademark/ Service Mark	General Description of Goods/Services	Jurisdiction	Application/ Registration Date	Application/ Registration No.	Owner
XTOOLS	Floating tools	US	09/28/2004	2,889,934	XTools, LLC
XTOOLS	Floating tools	Canada	09/19/2005	TMA648,459	XTools, LLC
GRIPNWEIGH	Floating fish scale	US	06/15/2004	2,855,022	XTools, LLC
GRIPNWEIGH	Floating fish scale	Canada	09/16/2005	TMA648,315	XTools, LLC
E-Z RELEASE	Floating tools	US	10/19/2004	2,894,693	XTools, LLC
E-Z RELEASE	Floating tools	Canada	09/19/2005	TMA648,418	XTools, LLC
X (stylized)	Floating tools	US	08/23/2005	2,987,820	XTools, LLC
X (stylized)*	Floating tools	Canada	04/05/2004	1,212,770	XTools, LLC
E-Z LOCK	Floating fish gaff	US	01/03/2006	3,038,241	XTools, LLC
E-Z LOCK	Floating fish gaff	Canada	08/16/2004	1,212,772	XTools, LLC

* Registration Pending. Published for Opposition on February 8, 2006

XTOOLS - Trademark Assignment

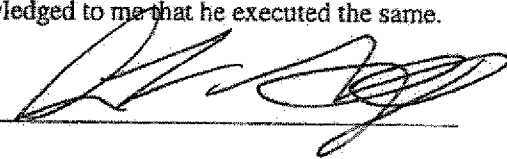
Acknowledgement by Notary Public

State of FLA

County of Sarasota

On this 1 day of April, 2006, before me, the undersigned Notary Public, personally appeared Robert Kvaner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: 

Name: _____, Notary Public



Andrew L. Sarakinis
Commission #DD314542
Expires: Apr 28, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

XTOOLS - Trademark Assignment