

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yaktrax, Inc.		05/12/2006	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yaktrax LLC		
<b>Street Address:</b>	9221 Globe Center Drive		
<b>City:</b>	Morrisville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27560		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2311832	YAKTRAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher c/o Goldberg Kohn		
<b>Address Line 1:</b>	55 East Monroe Street		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	5107.005		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>Signature:</b>	/njb/		
<b>Date:</b>	05/22/2006		

OP \$40.00 2311832

**Total Attachments: 12**

source=Yaktrax Trademark Assignment#page1.tif  
source=Yaktrax Trademark Assignment#page2.tif  
source=Yaktrax Trademark Assignment#page3.tif  
source=Yaktrax Trademark Assignment#page4.tif  
source=Yaktrax Trademark Assignment#page5.tif  
source=Yaktrax Trademark Assignment#page6.tif  
source=Yaktrax Trademark Assignment#page7.tif  
source=Yaktrax Trademark Assignment#page8.tif  
source=Yaktrax Trademark Assignment#page9.tif  
source=Yaktrax Trademark Assignment#page10.tif  
source=Yaktrax Trademark Assignment#page11.tif  
source=Yaktrax Trademark Assignment#page12.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 12, 2006 by Yaktrax, Inc., a Washington corporation having its principal office at 9300 SW Barney White Road, Suite 100, Port Orchard, WA 98367 ("Assignor") and Yaktrax LLC, a Delaware limited liability company having its principal office at 9221 Globe Center Drive, Morrisville, NC 27560 ("Assignee"). Capitalized terms used but not otherwise used herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated March 31, 2006 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, convey, and deliver to Assignee all of the Acquired Assets.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to those United States trademark registrations identified and set forth on Schedule A attached hereto, the United States applications for trademark registration identified and set forth on Schedule B attached hereto, the foreign trademark registrations identified and set forth on Schedule C attached hereto, the foreign applications for trademark registration identified and set forth on Schedule D attached hereto, the unregistered trademarks identified and set forth on Schedule E attached hereto and the trade names and assumed names identified and set forth on Schedule F attached hereto (collectively, the "Marks").

WHEREAS, Assignee is the successor to that portion of the business of the Assignor to which the Marks pertain; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of the right, title and interest in and to the Marks, together with the goodwill of the business associated therewith,

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, and delivers to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, unfair competition, dilution, or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own

use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

3. Assignor hereby covenants and agrees that it will from time to time after delivery of this Assignment and without further consideration, at the Assignee's request and otherwise in accordance with the Purchase Agreement, execute and deliver such further documents and take such additional actions as the Assignee may reasonably request to effect, consummate, confirm or evidence the transactions contemplated in the Purchase Agreement and/or to assist the Assignee in preserving or perfecting its rights in the Marks.

4. All of the terms and provisions of this Assignment shall be binding upon Assignor and its respective successors and assigns and shall inure to the benefit of the Assignee and its respective successors and assigns.

5. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

6. All issues and questions concerning the construction, validity and interpretation of this Assignment will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal laws of the State of New York will control the interpretation and construction of this Assignment, even if under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same Assignment.

\* \* \* \* \*

**IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above set forth.**

**ASSIGNOR:**

**YAKTRAX, INC.**

Name: *Steve. Hunt*  
Title: *President*

**ASSIGNEE:**

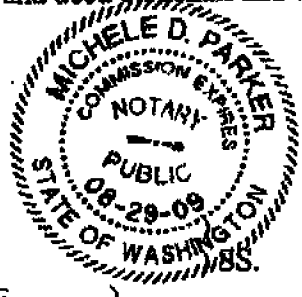
**YAKTRAX LLC**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Trademark assignment*

STATE OF )  
 ) SS.  
COUNTY OF )

On this 11<sup>th</sup> day of May, 2006, there appeared before me Steve R. Hunt personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Yaktrax, Inc, a Washington corporation.



Michele D. Parker  
Notary Public

STATE OF )  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2005, there appeared before me \_\_\_\_\_ personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Yaktrax LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public



STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2005, there appeared before me \_\_\_\_\_ personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Yaktrax, Inc, a Washington corporation.

\_\_\_\_\_  
Notary Public

STATE OF *New York* )  
 ) SS.  
COUNTY OF *New York* )

On this *11th* day of *May*, 2005, there appeared before me *Seth Richards* personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Yaktrax LLC, a Delaware limited liability company.

*Seth Richards*  
\_\_\_\_\_  
Notary Public



**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
2311832	January 25, 2000	Yaktrax

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

None

**SCHEDULE C**

**FOREIGN TRADEMARK REGISTRATIONS**

<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
European Union	2938041	April 29, 2004	Yaktrax

**SCHEDULE D**

**FOREIGN TRADEMARK APPLICATIONS**

None

**SCHEDULE E**

**UNREGISTERED TRADEMARKS**

Yaktrax Walker  
Yaktrax Walker Pro  
Yaktrax.com  
Traction360.com

**SCHEDULE F**

**TRADE NAMES AND ASSUMED NAMES**

Yaktrax  
Yaktrax.com  
Traction360.com