

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):**

Recreational Equipment, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Washington
- 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) June 30, 2005

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Moss Inc.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 248 Northport Avenue

City: Belfast

State: Maine

Country: US Zip: 04915

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

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)  
1539372

Additional sheet(s) attached?  Yes  No

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

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

Name: Kathie J. Kopczyk

Internal Address: Jones Day

North Point

Street Address: 901 Lakeside Avenue

City: Cleveland

State: Ohio Zip: 44114

Phone Number: (216) 586-3939

Fax Number: (216) 579-0212

Email Address: kjkopczyk@jonesday.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501432

Authorized User Name Kathie J. Kopczyk

**9. Signature:** Kathie J. Kopczyk

May 31, 2006

Signature

Date

Kathie J. Kopczyk

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

**Box 3. Nature of Conveyance Continued**

Record to correct Assignee's name and address on a nunc pro tunc assignment document previously recorded on Reel: 003197, Frame: 0309.

01-19-2006

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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



RE:  
1

103160110

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

C 1-17-06

1. Name of conveying party(ies):

Recreational Equipment, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Washington
- 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) June 30, 2005

- Assignment
- Security Agreement
- Other Nunc Pro Tunc Assignment
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Moss Inc.

Internal Address: \_\_\_\_\_

Street Address: 248 Northport Avenue

City: Belfast

State: Maine

Country: US Zip: 04915

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship Maine  
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)

1539372

Additional sheet(s) attached?  Yes  No

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

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

Name: Kathie J. Kopczyk

Internal Address: Jones Day

North Point

Street Address: 901 Lakeside Avenue

City: Cleveland

State: Ohio Zip: 44114

Phone Number: (216) 586-3939

Fax Number: (216) 579-0212

Email Address: kjkopczyk@jonesday.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501432

Authorized User Name Kathie J. Kopczyk

9. Signature:

Kathie J. Kopczyk  
Signature

January 11, 2006

Date

40.00 DA

Kathie J. Kopczyk

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003326 FRAME: 0887

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

7-25-05

RECOR  
TR

103049117

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):

Recreational Equipment, Inc.

- Individual(s)
- General Partnership
- Corporation - State: Washington
- 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) June 30, 2005

- Assignment
- Security Agreement
- Other Nunc Pro Tunc Assignment
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Moss, Inc.

Internal

Address:

Street Address: 248 North Port Avenue

City: Belfast

State: Maine

Country: US

Zip: 04915

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Maine  
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)

1539372

Additional sheet(s) attached?  Yes  No

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

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

Name: Kathie J. Kopczyk

Internal Address: Jones Day

North Point

Street Address: 901 Lakeside Avenue

City: Cleveland

State: Ohio

Zip: 44114

Phone Number: (216) 586-3939

Fax Number: (216) 579-0212

Email Address: kjkopczyk@jonesday.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501432

Authorized User Name Kathie J. Kopczyk

9. Signature: Kathie J. Kopczyk  
Signature

July 21, 2005

Date

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

07/26/2005  
01 FC:4521

BYRNE 0000061 501432 1539372  
40.00 DA Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003326 FRAME: 0888

40E

## TRADEMARK ASSIGNMENT

This Agreement ("*Agreement*") is entered into by and between Moss, Inc., a corporation organized and existing under the laws of the State of Maine ("*Moss*") and Recreational Equipment, Inc., a corporation organized and existing under the laws of the State of Washington ("*REI*") on this 30<sup>th</sup> day of June, 2005.

### RECITALS

WHEREAS REI is the owner of United States Trademark Registration No. 1,539,372 ("*the Registration*"); and

WHEREAS, Moss desires to own the Registration; and

WHEREAS, REI desires to sell all right, title, interest and goodwill in and to the Registration to Moss.

### AGREEMENT

NOW THEREFORE in consideration of the foregoing Recitals, which are incorporated and made part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignment

By execution of this Agreement, and upon payment as set forth in Section 2 of this Agreement, REI hereby assigns to Moss all right, title, interest and goodwill in and to the trademark and service mark MOSS, ("*the Trademark*") including all right, title, interest and goodwill to the Registration. REI assigns the Registration and its rights to the Registration free from any liens, claims or encumbrances.

2. Payment

Upon execution of the Agreement, Moss will deliver to REI, a payment in the amount of ten thousand dollars (\$10,000.00) as full and complete payment for the rights and assignment granted pursuant to this Agreement.

3. Representations and Warranties

(a) By REI

REI represents and warrants that: (i) it has all right, title and interest in and to the Registration; (ii) REI is not aware of any acts or events that prevents its assignment of the Registration; (iii) the Registration is valid and is free from any liens, claims or encumbrances; and (iv) it has the power and authority to enter into this Agreement. REI makes no other representations or warranties concerning the Trademark or the Registration.

(b) By Moss

Moss represents and warrants that it has the power and authority to enter into this Agreement.

4. Validity and Enforceability

REI will not challenge, nor assist any third party in challenging, the validity or enforceability of the Registration nor Moss' rights to the Trademark or the Registration.

5. Further Assurances

At Moss' expense, REI will take all reasonable steps and provide all documentation necessary to perfect Moss' rights to the Registration or otherwise effectuate the purposes of this Agreement.

6. No Waiver

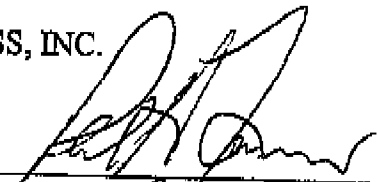
No waiver of any term, covenant or condition contained in this Agreement, or any failure to exercise a right or remedy hereunder, shall be considered a further waiver of the same.

7. Relationship


Nothing in this Agreement shall be construed to put the parties in the relationship of licensor/licensee, joint venturers, or principal and agent, and neither shall have the right to act on behalf of or bind the other.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

MOSS, INC.

By:   
Name: PAUL H. FARROW  
Title: PRESIDENT

RECREATIONAL EQUIPMENT, INC.

By:   
Name: Matthew Hyde  
Title: SUP Merchandising