

**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>
Ski Chalet, Inc.		08/16/2005	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sun & Ski Sports, Inc.		
<b>Street Address:</b>	4001 Greenbriar, Suite 100		
<b>City:</b>	Stafford		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77477		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1524956	SKI CHALET	
Registration Number:	2627224	PATIO PLACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(972)386-3907		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	972-233-0939		
<b>Email:</b>	TMarsteller@MarstellerLaw.com		
<b>Correspondent Name:</b>	Thomas F. Marsteller, Jr.		
<b>Address Line 1:</b>	PO Box 803302		
<b>Address Line 4:</b>	Dallas, TEXAS 75380-3302		
<b>ATTORNEY DOCKET NUMBER:</b>	RET026TF FIRST ASGMT		
<b>NAME OF SUBMITTER:</b>	Thomas F. Marsteller, Jr.		
<b>Signature:</b>	/T F Marsteller/		
<b>Date:</b>	07/15/2006		

OP \$65.00 1524956

**Total Attachments: 5**

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**ASSIGNMENT OF COPYRIGHTS, PATENTS, SERVICEMARKS  
AND TRADEMARKS**

Assignment of Copyrights, Patents, Servicemarks and Trademarks, made as of August 16, 2005, by Ski Chalet, Inc., a Virginia corporation, with its principal place of business at 14130 Sullyfield Circle, Chantilly, Virginia 20151 ("Assignor"), to Sun and Ski Sports, Inc., a Delaware corporation, with its principal place of business at 4001 Greenbriar, Suite 100, Stafford, Texas 77477 ("Assignee").

**RECITAL**

Assignee and Assignor are parties to an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Purchase Agreement), including without limitation the copyrights, patents, servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation, the copyrights, patents, servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Rights").

**NOW, THEREFORE**, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Rights, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Right, whether arising prior to or subsequent to the date of this Assignment of Copyrights, Patents, Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Copyrights, Patents, Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Copyrights, Patents, Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Virginia without giving effect to the principles of conflicts of laws thereof.

**IN WITNESS WHEREOF**, Assignor has caused its duly authorized officer to execute this Assignment of Copyrights, Patents, Servicemarks and Trademarks as of the day first above written.

**ASSIGNOR:**

**SKI CHALET, INC.**

By: Matthew W. McBay  
Name: Matthew W. McBay  
Title: VP

STATE OF Virginia

§  
§  
§

COUNTY OF Fairfax

On this 16<sup>th</sup> day of August, 2005, before me the undersigned Notary Public, personally appeared Matthew W. McBay, the Vice President of Ski Chalet, Inc., 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 in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Judith E. Smith  
Notary Public in and for  
The State of Virginia

## Schedule A

1. Trade names: Ski Chalet, Patio Place, Kayak Station
2. Websites: skichalet.com, patioplace.com, kayakstation.com
3. Any other domain names owned by Ski Chalet Inc.
4. Mail lists and email addresses: Ski Chalet, Patio Place, Kayak Station
5. Logos and any related artwork for Ski Chalet, Patio Place, Kayak Station
6. Any artwork, trademarks, scripts related to the "August Sale" and "Get Ready to Ski Sale" owned by Ski Chalet Inc. (need to make sure we get the computer files that contain the artwork for these flyers)
7. Phone numbers and fax numbers for Ski Chalet, Patio Place, Kayak Station
8. 1-800 numbers for Ski Chalet, Patio Place, Kayak Station (800-skichalet)
9. Email addresses for Ski Chalet, Patio Place, Kayak Station and passwords to admin site for changes.
10. All inventions including but not limited to any custom written programs to enhance existing software programs to include:
  - PPG inventory program for PT 2000 collectors
  - Percon inventory data download program
  - Inventory data valuation program written in Visual Basic
  - All software programs existing on the System Administrator's desktop that is owned by Ski Chalet Inc.
  - Any other tools or programs written for business practices that exist on any other desktops or media sources (i.e. custom Access programs, custom Excel spreadsheets)
  - All Synchronics programs or re-writes designed to enhance the inventory module
  - All custom sales data export programs
  - Any program, whether custom or not, existing on UNIX server
  - Any custom programs written to query databases and data reports
11. All financial and business data, except as otherwise provided in this Agreement
12. All marketing materials including but not limited to, radio scripts, print ads, artwork
13. Use of the phrases "Largest ski shop with the widest selection" and "Elegant outdoor furniture"

Int. Cl.: 42

Prior U.S. Cl.: 101

Reg. No. 1,524,956

Registered Feb. 14, 1989

**United States Patent and Trademark Office**

**SERVICE MARK  
PRINCIPAL REGISTER**

**SKI CHALET**

SKI CHALET, INC. (VIRGINIA CORPORATION)  
2704 COLUMBIA PIKE  
ARLINGTON, VA 22204

FIRST USE 9-20-1969; IN COMMERCE  
9-20-1969.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "SKI", APART FROM THE  
MARK AS SHOWN.

FOR RETAIL STORE SERVICES IN THE  
FIELD OF SKI EQUIPMENT AND CLOTHING.  
IN CLASS 43 (U.S. CL. 101).

SER. NO. 727,604, FILED 5-10-1988.

IRA J. GOODSAY, EXAMINING ATTORNEY

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

**United States Patent and Trademark Office**

**Reg. No. 2,627,224**  
Registered Oct. 1, 2002

**SERVICE MARK  
PRINCIPAL REGISTER**

**PATIO PLACE**

SKI CHALET, INC. (VIRGINIA CORPORATION)  
2704 COLUMBIA PIKE  
ARLINGTON, VA 22204

FOR RETAIL STORES FEATURING OUTDOOR  
PATIO FURNITURE AND ACCESSORIES, GARDEN  
RELATED ACCESSORIES, BARWARE AND TABLE-  
WARE IN CLASS 35 (U.S. CLS. 100, 101 AND 102)

FIRST USE 5-1-1977, IN COMMERCE 5-1-1977

SEC 2(F)

SER NO. 76-026,763, FILED 4-14-2000

SALLY SHIN, EXAMINING ATTORNEY