

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
Sun & Ski Sports, Inc.		08/29/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Retail Concepts, Inc.		
Street Address:	4001 Greenbriar, Suite 100		
City:	Stafford		
State/Country:	TEXAS		
Postal Code:	77477		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1524956	SKI CHALET	
Registration Number:	2627224	PATIO PLACE	
CORRESPONDENCE DATA			
Fax Number:	(972)386-3907		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	972-233-0939		
Email:	TMarsteller@MarstellerLaw.com		
Correspondent Name:	Thomas F. Marsteller, Jr.		
Address Line 1:	PO Box 803302		
Address Line 4:	Dallas, TEXAS 75380-3302		
ATTORNEY DOCKET NUMBER:	RET026TF 2ND ASSGMT		
NAME OF SUBMITTER:	Thomas F. Marsteller, Jr.		
Signature:	/T F Marsteller/		
Date:	07/17/2006		

OP \$65.00 1524956

Total Attachments: 10

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GENERAL ASSIGNMENT AND BILL OF SALE

The Parties to this General Assignment and Bill of Sale are Sun and Ski Sports, Inc., whose address is 4001 Greenbriar, Suite 100, Stafford, Texas 77477 ("Seller") and Retail Concepts, Inc., whose address is 4001 Greenbriar, Suite 100, Stafford, Texas 77477 ("Buyer"). Seller and Buyer are referred to collectively herein as the "Parties".

RECITALS:

WHEREAS, Ski Chalet, Inc. is a debtor-in-possession in Case No. 05-10937-RGM (the "Bankruptcy Case") pending under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia, Alexandria Division (the "Bankruptcy Court");

WHEREAS Ski Chalet, Inc. and Sun and Ski Sports, Inc. are parties to an Asset Purchase Agreement (the "Ski Chalet Purchase Agreement");

WHEREAS, on July 28, 2005, an order was entered in the Bankruptcy Case approving the terms of the Ski Chalet Purchase Agreement ("Bankruptcy Court Order");

WHEREAS, on August 16, 2005, a closing was conducted on the Ski Chalet Purchase Agreement;

WHEREAS, pursuant to the Ski Chalet Purchase Agreement and the associated transactional documents, Sun and Ski Sports, Inc. acquired certain property and interest; and

WHEREAS, Seller and Buyer have entered into a Purchase Agreement ("RCI Purchase Agreement") pursuant to which all right, title, interest and obligations acquired or assumed by Seller pursuant to the Ski Chalet Purchase Agreement are transferred to Retail Concepts, Inc.

NOW, THEREFORE, this General Assignment and Bill of Sale ("Assignment") is executed pursuant to the terms of the RCI Purchase Agreement and for the consideration set forth in the Purchase Agreement.

I.

Definitions

The following terms, as used in this Agreement, shall have the meanings indicated below, unless the context otherwise requires. All capitalized terms not expressly defined herein shall have the same definition as set forth in the Ski Chalet Purchase Agreement.

1.01 "Assets" shall mean all property, assets, rights and interests acquired by Seller pursuant to the Ski Chalet Purchase Agreement. The Assets shall include but are not limited to:

- (a) The Inventory;
- (b) The Furniture and Equipment;
- (c) The Vehicles;
- (d) The Intellectual Property;
- (e) The Contracts;
- (f) The Documents, including those that are used in, held for use in or intended to be used in, or that arise out of, the Business, including Documents relating to Products, services, marketing, advertising, promotional materials, Purchased Intellectual Property, personnel files for Transferred Employees and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, whether or not physically located on any of the premises referred to in clause (b) above, but excluding personnel files for Employees of the Ski Chalet, Inc. who are not Transferred Employees;
- (g) Permits used by Ski Chalet, Inc. in the Business to the extent assignable;
- (h) Supplies owned by Ski Chalet, Inc. and used in connection with the Business;
- (i) Rights of Ski Chalet, Inc. under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees and agents of Ski Chalet, Inc. or with third parties to the extent relating to the Business or the Assets (or any portion thereof);
- (j) Rights of Ski Chalet, Inc. under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to Products sold, or services provided, to Ski Chalet, Inc. or to the extent affecting any Assets;
- (k) Ski Chalet, Inc.'s goodwill and other intangible assets associated with the Business, including customer and supplier lists and the goodwill associated with the Purchased Intellectual Property, in the event such goodwill exists;
- (l) Ski Chalet, Inc.'s insurance policies or rights to proceeds thereof relating to the assets, properties, business or operations of the Business;
- (m) Ski Chalet, Inc.'s deposits (including customer deposits and the security deposit on the Gaithersburg Lease) and prepaid charges and expenses relating to the Business or the Assets; and

(n) Ski Chalet, Inc.'s rights, recoveries, claims, or causes of action (including the Tera Orey claim) of Ski Chalet, Inc. against third parties relating to assets, properties, business or operations of the Business, but not including Accounts Receivable.

(o) Ski Chalet, Inc.'s leasehold improvements, fixtures, and appurtenances thereto, including such items located at the Arlington, Chantilly, and Gaithersburg locations of the Business; and any such items Buyer elects to recover from the Richmond premises and the former Tysons Corner location of Ski Chalet, Inc., which items shall be removed at Buyer's sole expense, except that no item shall be removed from either Richmond or Tysons Corner if such removal is prohibited by the terms of the lease between Ski Chalet, Inc. and the landlords for Richmond or Tysons Corner.

(p) The Customer List;

(q) All software in the possession of Ski Chalet, Inc. that was acquired by Seller;

(r) The Financial Information;

(s) The Contact Information;

(t) Rights of Seller under the Bankruptcy Court Order; and

(u) Rights of Seller under the Ski Chalet Purchase Agreement.

1.02 **"Bankruptcy Court Order"** shall mean the Order Approving Sale of Assets and Assumption and Assignment of Leases and Contracts entered in the Bankruptcy Case on July 28, 2005.

1.03 **"Business"** means the business of the Ski Chalet, Inc. selling (a) ski and snowboard equipment and related apparel and services at retail through stores operated under the trade name Ski Chalet and via mailings, catalogs, and the Internet under the same trade name, (b) kayaks and related apparel at retail through stores operated under the trade name Kayak Station and via catalogs and the Internet under the same trade name, (c) outdoor furniture and related accessories and services at retail through stores operated under the trade name Patio Place and via mailings, catalogs, or the Internet under the same trade name, and (d) any other business activity of Ski Chalet, Inc.; further, "Business" includes and refers to the Assets, properties, or operations of the Business.

1.04 **"Buyer"** shall mean Retail Concepts, Inc.

1.05 **"Contact Information"** means all of the Business's phone and facsimile numbers, email addresses, post office boxes, websites, and domain names, other account and means by which any person may communicate with the Business.

1.06 “**Contracts**” means any written contract, indenture, note, bond, lease or other agreement listed on Schedule 4.

1.07 “**Customer List**” means the list(s), file(s), or compilation(s) of any nature, and in any medium, of any of the following with respect to any present or past customer or customer relationship, or any prospective customer or customer relationship, of the Business: names, addresses, email addresses, phone numbers, sales or purchase history, customer numbers, payment history, and similar items, and any data or information derived therefrom.

1.08 “**Documents**” means all files, supplies, documents, instruments, papers, analyses, spreadsheets, Financial Information, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, Customer Lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), business plans and planning information, marketing and advertising documentation (sales brochures, flyers, pamphlets, web pages, etc.), sales strategy information, lists and information concerning employees of the Business, competitive intelligence and information on competitors of the Business, and other similar materials related primarily to the Business and the Assets in each case whether or not in electronic form.

1.09 “**Excluded Assets**” any Assets not acquired by Seller from Ski Chalet, Inc.

1.10 “**Financial Information**” means all financial information arising out of or related to the Business or the Assets, including financial statements and information and analyses related to sales, payments, revenue, expenses, cost of goods, employee compensation and benefits information, pricing information, and accounting information.

1.11 “**Furniture and Equipment**” means all furniture, fixtures, furnishings, equipment, vehicles, leasehold improvements, and other tangible personal property acquired by Seller from Ski Chalet, Inc., including all such artwork, desks, chairs, tables, Hardware, copiers, telephone lines and numbers, telecopy machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies, including but not limited to the furniture and equipment listed on Schedule 1.

1.12 “**Hardware**” means any and all computer and computer-related hardware, including, but not limited to, computers, file servers, facsimile servers, scanners, color printers, laser printers and networks.

1.13 “**Intellectual Property**” means all intellectual property rights acquired by Seller from Ski Chalet, Inc., including, but not limited to the intellectual property rights set forth on Schedule 2, whether or not Ski Chalet, Inc.’s interest therein has been registered or perfected: (i) patents and applications therefor, including continuations, provisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon (collectively, “Patents”) (ii) trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, Internet domain names and corporate names, designs, and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications,

registrations and renewals thereof, (collectively, "Trademarks"), (iii) copyrights and registrations and applications therefore, works of authorship, and mask work rights (collectively, "Copyrights"), (iv) Software and technology, whether licensed or owned outright, (v) proprietary data or compilations of Ski Chalet, Inc., and (vi) trade secrets, know-how, inventions, technology, and proprietary rights of Ski Chalet, Inc.

1.14 "Inventory" shall mean all merchandise inventories of the Business or acquired Seller from Ski Chalet, Inc. as of the date of this Assignment, wherever located including but not limited to the Inventory listed on Schedule 3.

1.15 "Permits" means any approvals, authorizations, consents, licenses, permits or certificates of a governmental body.

1.16 "Software" means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (iv) all documentation including user manuals and other training documentation related to any of the foregoing, and (v) all custom programs and databases used in modifying or enhancing software programs acquired from Ski Chalet, Inc. by Seller.

1.17 "Vehicle" shall mean all motor vehicles acquired by Seller from Ski Chalet, Inc., including, but not limited to the vehicles listed on Schedule 5.

II.


Conveyance

Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer the Business and all of the Assets.

IN WITNESS WHEREOF, Seller has executed this General Assignment and Bill of Sale as of August 27, 2005.

SELLER:

SUN AND SKI SPORTS, INC.

By: 
Name: Barry Goldware
Title: President

SCHEDULE 1

FURNITURE AND EQUIPMENT

- **(3) pallet jacks**
- **Battery powered fork lift**
- **(16) 12ft shelf uprights**
- **(8) 18ft shelf uprights**
- **(16) 7ft shelf uprights**
- **(11) 8ft shelf uprights**
- **(126) shelf supports**
- **(40) shelves**

SCHEDULE 2

INTELLECTUAL PROPERTY

1. Trade names: Ski Chalet, Patio Place, Kayak Station
2. Websites: skichalet.com, patioplac.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 SC, PP, KS
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 SC, PP, KS
8. 1-800 numbers for SC, PP, KS (800-skichalet)
9. Email addresses for SC, PP, KS 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"

SCHEDULE 3

INVENTORY

SCHEDULE 4

SELLER'S CONTRACTS

1. Licenses and maintenance contracts for Synchronics Counterpoint software program version 7.5.8 *
2. Licenses and maintenance contracts for current Great Plains/Dynamics software program *
3. License and maintenance contracts for all Microsoft Operating System software programs *
4. License and maintenance contracts for all Symantec Anti-Virus programs
5. License, maintenance contracts and warranties for Citrix Multi-user hardware
6. License for software used for data back-up
7. License and maintenance contracts for all website hosting
8. Gaithersburg Lease
9. Any warranties for computer hardware and software
10. Licenses/maintenance/warranties for Sonicwall firewalls (5).*

* Includes systems/administrator logins and passwords.

SCHEDULE 5

VEHICLES

- 1994 Ford Box Truck 13ft
- 1994 Ford Box Truck 13ft
- 1997 Ford Box Truck 16ft
- 2004 Ford Diesel Truck 24ft
- 2004 Ford Econoline 150 Van