

06-28-2006



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DEPARTMENT OF COMMERCE
es Patent and Trademark Office

TAM D# CE

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):
ARTHUR ELLIS LIMITED

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Company

Citizenship (see guidelines) New Zealand

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached?

Name: ALP SPORTS LIMITED
Internal
Address: Chapman Tripp, Level 7
Street Address: 119 Armagh Street
City: Christchurch
State: _____
Country: New Zealand Zip: _____

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Company Citizenship New Zealand

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 2, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

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)
2821189 (partial assignment) 3039864

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Note - Ser. No. 78/193973 is now Reg. 3039864

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

Name: Donald L. Dennison
Internal Address: Suite 105
Dennison, Schultz, & Macdonald
Street Address: 1727 King Street
City: Alexandria
State: VA Zip: 22314
Phone Number: (703)837-9600 Ext. 15
Fax Number: (703)837-0980
Email Address: ddennison@dennisonlaw.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 2017
Expiration Date 06/2007

b. Deposit Account Number 06/27/2006 DBYRNE 00000027 2821189
01 FC:8521 48.00 OP
Authorized FC:8521 25.00 OP

9. Signature: Donald L. Dennison June 22, 2006
Signature Date

Donald L. Dennison Total number of pages including cover sheet, attachments, and document: 5
Name of Person Signing

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

**TRADE MARK
DEED OF ASSIGNMENT**

USA : OUTDOORS

DEED made _____ in respect of an assignment effective as of the Settlement Date as specified in the Agreement (defined below)

BETWEEN **ARTHUR ELLIS LIMITED**, of 648 Halswell Junction Road, Christchurch, New Zealand, formerly known as Sunshine Leisure Products NZ Limited, and Sunshine Ellis Limited, ("**the Assignor**") as evidenced by the attached Certificate of Incorporation

AND **ALP SPORTS LIMITED**, c/- Chapman Tripp, Level 7, 119 Armagh Street, Christchurch, New Zealand ("**the Assignee**")

RECITALS

- A. The Assignor and the Assignee have entered into a Sale and Purchase Agreement dated 2 March 2006 ("**the Agreement**").
- B. The Assignor is the proprietor of the Trade Marks specified in Schedule One and in relation to the Goods which are specified in that Schedule and the proprietor of the Trade Mark Application specified in Schedule Two in relation to all goods for which such Trade Mark Application has been filed ("**the Trade Marks**").
- C. Pursuant to the Agreement the Assignor has among other things, agreed to assign the Trade Marks specified in Schedule One for only some of the goods for which such Trade Marks are registered as specified in Schedule One and to fully assign the Trade Mark specified in Schedule Two, in relation to all goods for which such Trade Mark is registered and the goodwill appurtenant thereto, as of the Settlement Date, to the Assignee.

COVENANTS

- 1. For good and valuable consideration (payment and sufficiency of which the Assignor acknowledges) the Assignor assigns to the Assignee all the Assignor's right, title and interest in and to:
 - (a) the Trade Marks specified in Schedule One and the goodwill appurtenant thereto as a partial assignment in respect only of the goods listed in Schedule One; and
 - (b) the Trade Mark specified in Schedule Two in respect of all goods for which such Trade Mark is registered and the goodwill appurtenant thereto;

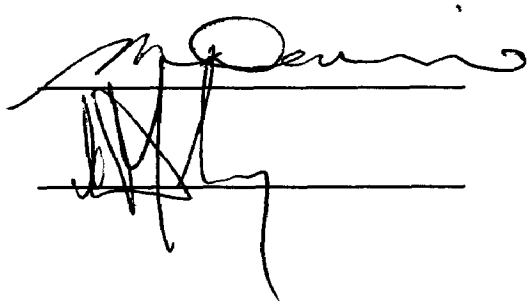
as of the Settlement Date and all statutory and common law rights attaching to the Trade Marks and the right to bring proceedings in respect of infringements occurring prior to the date of this Deed.

2. The Assignor will, at the request and cost of the Assignee, take all action and execute all documents as may be reasonably necessary to give full effect to this assignment, provided that the Assignor shall not, in accordance with this clause, be required to take any action or execute any document which it would not have been required to take or execute in terms of the Agreement.
3. The Assignee must pay the stamp duty, if any, on this Deed.
4. This Deed may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. The transmission by facsimile by a party to the other party of a signed counterpart copy of this Deed, or facsimile of this Deed, shall be deemed proof of signature of the original and the signed facsimile so transmitted shall be deemed an original.

Executed as a Deed and delivered on behalf of the parties on the date first set out above.

EXECUTED for

ARTHUR ELLIS LIMITED)
 by)
 as authorised officer(s))



in the presence of:

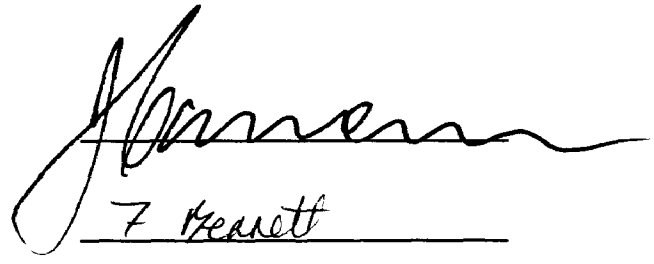
 Witness Name

 Witness Address

 Witness Occupation

EXECUTED for

ALP SPORTS LIMITED)
 by)
 as authorised officer(s))



in the presence of:

 Witness Name

FIONA KAYE BENNETT
 Witness Address **SOLICITOR**
CHRISTCHURCH

 Witness Occupation

SCHEDULE ONE

<u>NUMBER</u>	<u>MARK</u>	<u>CLASS</u>	<u>GOODS</u>
2821189	FAIRYDOWN	18	Packs, namely backpacks, day-packs, cargo travelling bags, travel bags, rucksacks and trunks
		20	Synthetic and down filled sleeping bags, sleeping bag liners
		22	High, mid and low altitude tents, namely, climbing, camping and mountaineering tents
		25	Articles of clothing namely waterproof jackets, down and synthetic filled jackets, windproof jackets, anoraks, hats, gloves, thermal tops and bottoms, shorts and pants

SCHEDULE TWO

<u>NUMBER</u>	<u>MARK</u>	<u>CLASS</u>
78/193973 <i>Now REG. 3,039,864</i>	ZONE stylised ENGINEERED for EXTREMES by FAIRYDOWN ADVENTURE	18
		25

CERTIFICATE OF INCORPORATION

ARTHUR ELLIS LIMITED
149809

This is to certify that SUNSHINE LEISURE PRODUCTS NZ LTD was incorporated under the Companies Act 1955 on the 24th day of June 1977 and changed its name to SUNSHINE ELLIS LIMITED on the 14th day of November 1991 and changed its name to ARTHUR ELLIS LIMITED on the 14th day of September 1994 and was reregistered to become a company under the Companies Act 1993 on the 30th day of June 1997.

Development

Manatū Ōhanga

Companies Office

Neville Harris

Neville Harris
Registrar of Companies
21st day of April 2006

