

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
Ski Stop, Inc.		11/17/2006	CORPORATION: NEW YORK
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2977877	SKI ULTIMATE	
Registration Number:	2977876	BOARD ULTIMATE	
Registration Number:	2718647	PATIO STOP	
Registration Number:	2703883	SKI STOP	
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:	RET028TF		
NAME OF SUBMITTER:	Thomas F. Marsteller, Jr.		

OP \$115.00 2977877

Signature:

/T F Marsteller/

Date:

11/29/2006

Total Attachments: 5

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

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

Assignment of Copyrights, Patents, Servicemarks and Trademarks, made as of NOVEMBER 17, 2006, by Ski-Mar, Inc., a New York corporation, with its principal place of business at 197 South Service Road, Plainview, Long Island, New York 11803, Ski Stop, Inc., a New York corporation, with its principal place of business at 197 S. SERVICE RD, PLAINVIEW, NY 11803, Albert Weisinger, an individual residing in the State of NEW YORK, whose address is 33 WENWOOD DR, BROOKVILLE NY, and Steven Wolf, an individual residing in the State of FLORIDA¹¹⁵⁴⁵, whose address is 7085 AYSHIRE LN BOCA RATON, FL (collectively hereinafter "Assignor"), to Retail Concepts, Inc., a Texas corporation, with its principal place of business at 4001 Greenbriar, Suite 100, Stafford, Texas 77477 ("Assignee").

RECITALS

WHEREAS, Retail Concepts, Inc., Ski-Mar, Inc., Ski Stop, Inc., Albert Weisinger and Steven Wolf are parties to a Purchase Agreement (the "Purchase Agreement"), pursuant to which Ski-Mar, Inc., Ski Stop, Inc., Albert Weisinger and Steven Wolf have agreed to sell to Retail Concepts, Inc. and Retail Concepts, Inc. has agreed to buy from Ski-Mar, Inc., Ski Stop, Inc., Albert Weisinger and Steven Wolf the Assets pursuant to the Purchase Agreement, including without limitation the copyrights, patents, servicemarks, trademarks and trade names of Ski-Mar, Inc. and Ski Stop, Inc. Pursuant to the Purchase Agreement, Ski-Mar, Inc., Ski Stop, Inc., Albert Weisinger and Steven Wolf have agreed to execute such instruments as Retail Concepts, Inc. may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Retail Concepts, Inc. and its successors and assigns; and

WHEREAS, 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 Ski-Mar, Inc. and Ski Stop, Inc.'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 consideration set forth in the Purchase Agreement, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's 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 NEW YORK without giving effect to the principles of conflicts of laws thereof.

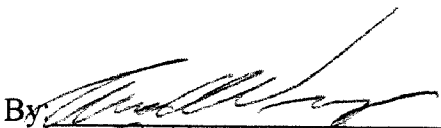
IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Copyrights, Patents, Servicemarks and Trademarks as of the day first above written.

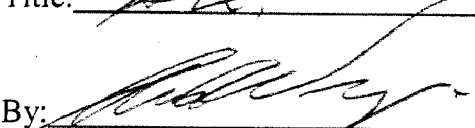
ASSIGNOR:

SKI-MAR, INC

By: 
Name: Albert Weisinger
Title: Pres

SKI STOP, INC

By: 
Name: Albert Weisinger
Title: Pres

By: 
Albert Weisinger, Individually

By: 
Steven Wolf, Individually

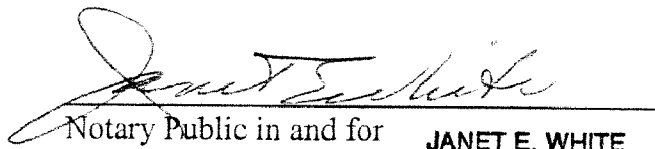


STATE OF NEW YORK

§
§
§

COUNTY OF NASSAU

On this 17 day of NOVEMBER, 2006, before me the undersigned Notary Public, personally appeared ALBERT WEISINGER, the PRESIDENT of Ski-Mar, 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.



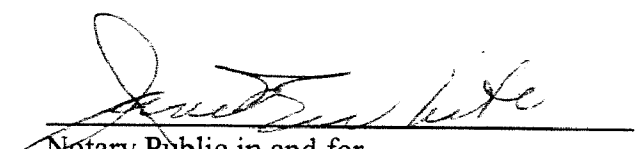
Notary Public in and for JANET E. WHITE
The State of _____ **Notary Public, State Of New York**
No. 30-4246890
Qualified In Nassau County
Commission Expires June 30, 2007

STATE OF NEW YORK

§
§
§

COUNTY OF NASSAU

On this 17 day of NOVEMBER, 2006, before me the undersigned Notary Public, personally appeared ALBERT WEISINGER, the PRESIDENT of Ski-Stop, 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.



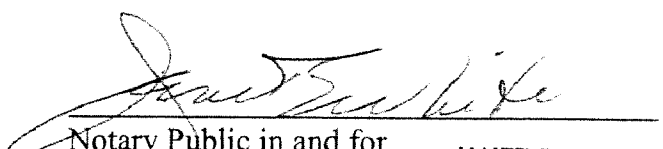
Notary Public in and for JANET E. WHITE
The State of _____ **Notary Public, State Of New York**
No. 30-4246890
Qualified In Nassau County
Commission Expires June 30, 2007

STATE OF NEW YORK

§
§
§

COUNTY OF NASSAU

On this 17 day of NOVEMBER, 2006, before me the undersigned Notary Public, personally appeared Albert Weisinger, 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.



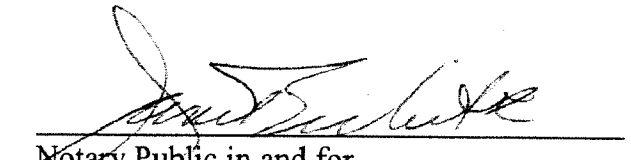
Notary Public in and for JANET E. WHITE
The State of Notary Public, State Of New York
No. 30-4246890
Qualified In Nassau County
Commission Expires June 30, 2007

STATE OF NEW YORK

§
§
§

COUNTY OF NASSAU

On this 17 day of NOVEMBER, 2006, before me the undersigned Notary Public, personally appeared Steven Wolf, 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.



Notary Public in and for JANET E. WHITE
The State of Notary Public, State Of New York
No. 30-4246890
Qualified In Nassau County
Commission Expires June 30, 2007

Schedule A

1. Trade names: Ski Stop, Patio Stop, Kid Stop, Ski Stop Warehouse, Patio Stop Warehouse, Ski Ultimate and Board Ultimate
2. Websites: skistop.com, Patio stop.com, Ski and patio stop.com
3. Any other domain names owned by Ski Stop, Inc. and Ski-Mar, Inc.
4. Mail lists and email addresses: Ski Stop, Patio Stop, Kid Stop, Ski Stop Warehouse, Patio Stop Warehouse, Ski Ultimate and Board Ultimate
5. Logos and any related artwork for Ski Stop, Patio Stop, Ski Ultimate, Board Ultimate
6. Any artwork, trademarks or scripts owned by Ski Stop, Inc. or Ski-Mar, Inc.
7. Phone numbers and fax numbers for Ski Stop, Inc., Ski-Mar, Inc., Ski Stop, Patio Stop, Kid Stop, Ski Stop Warehouse, Patio Stop Warehouse, Ski Ultimate and Board Ultimate
8. 1-800 numbers for Ski Stop, Inc., Ski-Mar, Inc., Ski Stop, Patio Stop, Kid Stop, Ski Stop Warehouse, Patio Stop Warehouse, Ski Ultimate and Board Ultimate
9. Email addresses for Ski Stop, Inc., Ski-Mar, Inc., Ski Stop, Patio Stop, Kid Stop, Ski Stop Warehouse, Patio Stop Warehouse, Ski Ultimate and Board Ultimate 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:
 - _____ ;
 - _____ ;
 - _____ ;
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 "The one Warehouse" and "for all season"