

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.

<p><b>1. Name of conveying party(ies):</b>                  Synergy Sportz LLC</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>Massachusetts LLC</u></p> <p>Citizenship (see guidelines) _____                  Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes                  Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>TD Banknorth, N.A.</u>                  Internal Address: <u>ATTN: Marshall Sugarman, V.P.</u>                  Street Address: <u>15 Broad Street</u>                  City: <u>Boston</u>                  State: <u>MA</u>                  Country: <u>USA</u>                      Zip: <u>02109</u></p> <p><input type="checkbox"/> Association    Citizenship _____  <input type="checkbox"/> General Partnership    Citizenship _____  <input type="checkbox"/> Limited Partnership    Citizenship _____  <input type="checkbox"/> Corporation    Citizenship _____  <input checked="" type="checkbox"/> Other <u>National Banking Assoc</u>    Citizenship <u>Massachusetts</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b>                  Execution Date(s) <u>October 17, 2006</u></p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____                  B. Trademark Registration No.(s) <u>2963785 &amp; 2993866</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  <u>Yukon Charlie's</u></p>
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b>                  Name: <u>Patrick M. Reagan, Esq.</u>                  Internal Address: _____                  Street Address: <u>33 Broad Street</u>                  City: <u>Boston</u>                  State: <u>MA</u>                      Zip: <u>02109</u>                  Phone Number: <u>(617) 371-1050</u>                  Fax Number: <u>(617) 371-1051</u>                  Email Address: <u>p.reagan@LCRA.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">2</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ <u>80.00</u></b></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p>
<p><b>9. Signature:</b> <u><i>Patrick M. Reagan</i></u>                  _____                  Patrick M. Reagan                  Name of Person Signing :</p>	<p><b>8. Payment Information:</b></p> <p>a. Credit Card    Last 4 Numbers <u>1816</u>                  Expiration Date <u>03/07</u></p> <p>b. Deposit Account Number _____                  Authorized User Name _____</p> <p style="text-align: right;">Date <u>12/12/06</u></p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">6</span></p>

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

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## ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the 27<sup>th</sup> day of October, 2006 (the "Effective Date") by and between **Boston Socks, Inc.**, a Massachusetts corporation ("Boston Socks" or "Assignor") and **Synergy Sportz LLC**, a Massachusetts limited liability company ("SS" or "Assignee").

### BACKGROUND

The Assignor owns the following two (2) trademarks for Yukon Charlie's: (a) Registration Number 2,963,785 for clothing, namely t-shirts, socks, gloves, hats, slippers, thermal underwear, sweatshirts and sweatpants, in Class 25; and (b) Registration Number 2,993,866 for shovels for snow and ice with telescoping handles in Class 8 and for snowshoes, ski poles, snowshoe bags and snowshoe bindings in Class 28 (collectively the "Marks"). Boston Socks and SS are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"). In conjunction with the execution of, and in furtherance of, the Purchase Agreement, from which Boston Socks acknowledges it will derive substantial benefit, Boston Socks desires to transfer all its right, title and interest in and to the Marks to SS. SS desires to acquire the entire right, title and interest in and to the Marks. Therefore, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

#### 1. ASSIGNMENT GRANT.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, its entire right, title and interest in and to the Marks. The Assignor agrees that the foregoing assignment and this Agreement shall be binding upon its successors and assigns.

#### 2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants, covenants, and agrees as follows:

- (a) The Assignor owns all right, title and interest in and to the Marks;
- (b) It has the full right, power, and authority to enter into this Agreement and to grant all of the right, title, and interest granted by it herein;
- (c) It is not the owner, in whole or in part, of any intellectual property, or any intellectual property rights, intellectual property registrations or proprietary rights, that are necessary to, or are currently used in, the conduct of the division of Boston Socks known as the Yukon Charlie's division, as now conducted or as presently proposed to be conducted, that have not been assigned to Assignee under this Agreement;
- (d) The Marks are not subject to any prior transfer, conveyance, license, assignment, or other encumbrance and Assignor is not a party to any existing, and shall not enter into any, agreement, arrangement or transaction in conflict with this Agreement or the grant of rights contained herein;

3. Indemnity. The Assignor hereby indemnifies and holds harmless Assignee and its employees, members, agents and its successors and assigns from and against all claims, suits, liabilities,

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damages, costs, fees, expenses and losses arising out of or resulting from any breach or alleged by the Assignor of any warranties made by it in this Agreement.

The Assignee hereby indemnifies and holds harmless Assignor, its shareholders, officers, employees, successors and assigns and agents from and against all claims, suits, liabilities, damages, costs, fees, expenses and losses ("Claim") arising from third-party Claims resulting from the use of the Marks by Assignee, provided such Claim does not arise out of or results from any breach or alleged breach of Assignor of any warranties made by it in this Agreement.

4. MISCELLANEOUS PROVISIONS.

4.1 Governing Law. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without regard to any conflicts of law rules in any state.

4.2 Complete Agreement. The parties acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, that this Agreement supersedes all prior agreements related to the subject matter hereof and that this Agreement shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

4.3 Severability. The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

4.4 Waiver. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

*[Signatures of the parties appear on the next page.]*

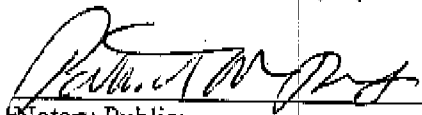
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Commonwealth of Massachusetts

County of Suffolk

On this 27<sup>th</sup> day of October, 2006, before me, the undersigned Notary Public, personally appeared Daniel C. Roy, proved to me through satisfactory evidence of identification which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.



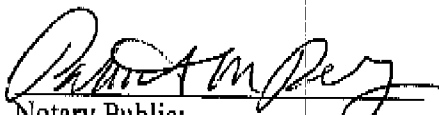
Notary Public:

My Commission Expires: 11/21/09

Commonwealth of Massachusetts

County of Suffolk

On this 27<sup>th</sup> day of October, 2006, before me, the undersigned Notary Public, personally appeared William A. LaPierre proved to me through satisfactory evidence of identification which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.



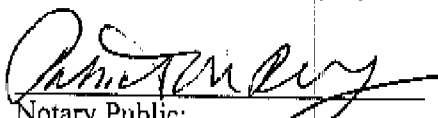
Notary Public:

My Commission Expires: 11/21/09

Commonwealth of Massachusetts

County of Suffolk

On this 27<sup>th</sup> day of October, 2006, before me, the undersigned Notary Public, personally appeared William T. LaPierre proved to me through satisfactory evidence of identification which was MA Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.



Notary Public:

My Commission Expires: 11/21/09

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.


**BOSTON SOCKS, INC.**

By:   
Name: William A. LaPierre  
Title: President

**SYNERGY SPORTZ LLC**

By:   
Daniel C. Roy, Member


By:   
William A. LaPierre, Member

By:   
William T. LaPierre, Member

Commonwealth of Massachusetts

County of Suffolk

On this 27<sup>th</sup> day of October, 2006, before me, the undersigned Notary Public, personally appeared William A. LaPierre, President as aforesaid, proved to me through satisfactory evidence of identification which was MA Driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

  
Notary Public:  
My Commission Expires: 11/20/09