



103359854

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.

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

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

Execution Date(s) March 2, 2006

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other Partial Assignment for Reg. 2,821,189

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

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)

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)

2,821,189    3,039,864

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

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

8. Payment Information:

a. Credit Card    Last 4 Numbers 1013  
Expiration Date 08/07

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

*Donald L. Dennison*  
Signature

Sept. 28, 2006  
Date

01/11/2007 BYRNE 00000101 2821189

40.00 Donald L. Dennison  
25.00 Fee of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

1-8-07

**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;

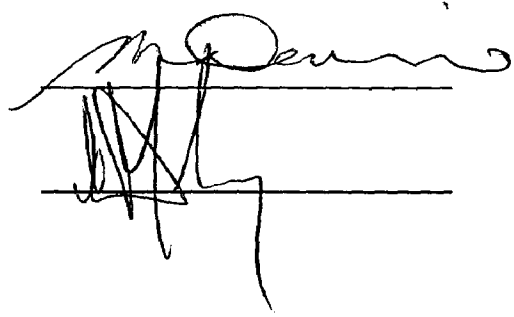
as of the Settlement Date and all statutory and common law rights attaching to the Trade Marks and the right to bring proceedings in respect of infringements occurring prior to the date of this Deed.

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:

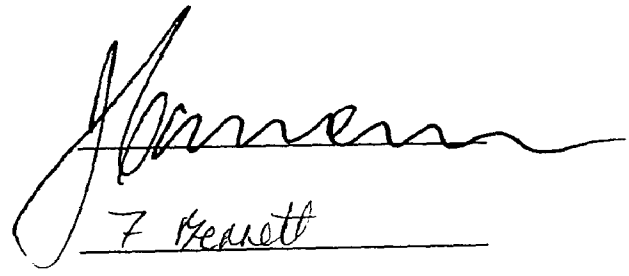
\_\_\_\_\_  
 Witness Name

\_\_\_\_\_  
 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	ZONE stylised ENGINEERED for EXTREMES by FAIRYDOWN ADVENTURE	18
<i>Now</i> <i>REG. 3,039,864</i>		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.

Ministry of Economic  
Development

*Manatū Ōhanga*

Companies Office

*Neville Harris*

Neville Harris  
Registrar of Companies  
21st day of April 2006



For further details relating to this company check [www.companies.govt.nz](http://www.companies.govt.nz)

Certificate printed 21 Apr 2006 10:27:44

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