

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
Outdoor Innovations, L.L.C.		01/22/2007	LIMITED LIABILITY COMPANY: OKLAHOMA

RECEIVING PARTY DATA

Name:	Willtech (PRC) Ltd.
Street Address:	Nos. 15-33 Kwai Tak Street
Internal Address:	Unit A, 10/F, Block 2, Kwai Industrial Centre
City:	Kwai Chung, New Territories
State/Country:	HONG KONG
Entity Type:	Limited Company: HONG KONG

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3151173	TERMINATOR
Registration Number:	2453294	SPEED BEAD
Registration Number:	2155792	QUICKSKIRT SYSTEM
Registration Number:	2453295	PRO'S TOP SECRET JIG
Registration Number:	2599672	AIR ALIVE!
Registration Number:	2778041	SNAPBACK SUPER PLASTICS
Registration Number:	2157757	TITANIUM SNAPBACK

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-492-6853
 Email: ip.docket@dorsey.com
 Correspondent Name: Paul Mussell
 Address Line 1: 50 South Sixth Street

CH \$190.00 3151173

Address Line 2: Dorsey & Whitney LLP, Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 9464

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Paul Mussell

Signature: /Paul Mussell/

Date: 02/07/2007

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

This Assignment (the "Assignment") is made by and between Outdoor Innovations, L.L.C., an Oklahoma limited liability company ("Assignor"), and Willtech (PRC) Ltd., a Hong Kong limited company ("Assignee").

WHEREAS, Assignor has adopted, used, and is using the marks identified on the attached Exhibit A, (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Marks worldwide and any applications and registrations therefor, including the applications and registrations identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers and conveys to Assignee all rights, title and interest in and to the Marks worldwide, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made.
2. Assignment of Cause of Action. Assignor further sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.
3. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title and interest herein conveyed.
4. Warranties of Ownership and Non-Infringement. Assignor hereby warrants and represents that to the best of its knowledge and belief it is the exclusive owner of the Marks and that no other person, firm, corporation, or association has the right to use the Marks in commerce, either in identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion with the Marks.
5. Warranty of No Conflict of Rights. Assignor hereby warrants and represents that it has not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights herein granted, except as contemplated in that certain Agreement between StudioCanal Image S.A. and Assignor dated August 14, 2002.

6. Further Assurances. Assignor agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Marks and to give effect to this Assignment.

7. Survival. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date indicated below.

DATED: January __, 2007

OUTDOOR INNOVATIONS, L.L.C. (Assignor)

By: [Signature]
Name: J. Stanford Johnson
Title: Manager

and
By: [Signature]
Name: William Ben Johnson
Title: Manager

and
By: [Signature]
Name: William John Stava, III
Title: Manager

NOTARY CERTIFICATE

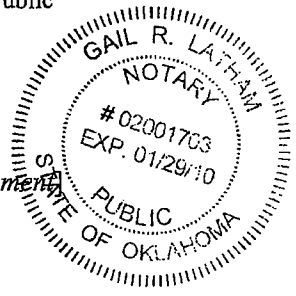
State of Oklahoma
County of Tulsa

This instrument was signed or acknowledged before me this 22 day of January, 2007 by William Ben Johnson, known to me to be the manager of Outdoor Innovations, L.L.C.

Commission Expires

[Signature]
Notary Public

(Seal)



[Signature Page to Trademark Assignment]

WILLTECH (PRC) LTD. (Assignee)

By: Tom Mackin
Name: TOM MACKIN
Title: _____

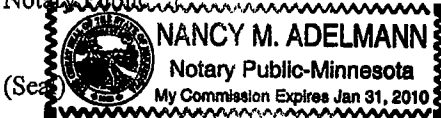
NOTARY CERTIFICATE

State of Minnesota

County of Hennepin

This instrument was signed or acknowledged before me this 25th day of January, 2007 by Tom Mackin, known to me to be the Authorized Signer of Willtech (PRC) Ltd.



1-31-2010
Commission Expires

Nancy Adelman
Notary Public

NANCY M. ADELMANN
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

[Signature Page to Trademark Assignment]

EXHIBIT A

I. Registered Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
TERMINATOR (Stylized) 	United States	3,151,173	October 3, 2006
SPEED BEAD	United States	2,453,294	May 2, 2001
QUICK SKIRT SYSTEM	United States	2,155,792	May 5, 1998
PRO'S TOP SECRET JIG	United States	2,453,295	May 22, 2001
AIR ALIVE & Design 	United States	2,599,672	July 23, 2002
SNAPBACK SUPER PLASTICS	United States	2,778,041	October 28, 2003
TITANIUM SNAPBACK	United States	2,157,757	May 12, 1998

II. Common Law Trademarks

TERMINATOR T-1 SERIES
TERMINATOR T-2 SERIES
TERMINATOR TINY
TERMINATOR TINY-T
TERMINATOR QUICK SKIRT
SKEET'S DOUBLE BUZZ