

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynacraft Industries, Inc.		06/23/2003	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Dynacraft LLC		
Street Address:	2550 Kerner Boulevard		
City:	San Rafael		
State/Country:	CALIFORNIA		
Postal Code:	94901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2038922	VAPORIZER	
CORRESPONDENCE DATA			
Fax Number:	(312)222-0818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-222-0800		
Email:	chiipdocket@michaelbest.com, dsternig@michaelbest.com		
Correspondent Name:	Larry L. Saret c/o Michael Best		
Address Line 1:	180 N. Stetson Ave		
Address Line 2:	Suite 2000		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	201149-0252		
NAME OF SUBMITTER:	Larry L. Saret		
Signature:	/larry l. saret/		

CH \$40.00 2038922

Date:

02/13/2007

Total Attachments: 12

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WORLDWIDE OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Dynacraft Industries, Inc., a corporation organized and existing under the laws of the State of Massachusetts, having a place of business at 2550 Kerner Boulevard, San Rafael, California 94901 ("Assignor"), is the owner of all right, title and interest to the intellectual property shown on the list annexed hereto as Schedule A; and

WHEREAS, Dynacraft LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at 2550 Kerner Boulevard, San Rafael, California 94901 ("Assignee"), is desirous of acquiring the intellectual property identified on Schedule A hereto and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, in and to the intellectual property identified on Schedule A hereto owned by Assignor, including U.S. and Foreign trademark registrations, applications and renewals, and all other means necessary to use such property in connection with the business of Assignor and the intellectual property scheduled on Schedule A annexed hereto. Assignor hereby sells, assigns and transfers all intellectual property referenced herein, together with the goodwill of the business; all income, royalties, damages and payments now or hereafter due or payable in respect to the intellectual property, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the intellectual property and the rights thereto.

Following the execution of this Worldwide Omnibus Assignment of Intellectual Property and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in

all of Assignor's applications and registrations in those countries as set forth in the annexed Schedules, and all related goodwill. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future, timely execute and deliver (following receipt of the Payment for the costs thereof) all such assignment documents to Assignee. Until such time as all of the Assignments of Assignor's intellectual property in all countries as set forth in the annexed Schedules are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of the Worldwide Omnibus Assignment of Intellectual Property, to be the owner of Assignor's intellectual property identified on Schedule A.

If it shall be necessary to record this Worldwide Omnibus Assignment of Intellectual Property, or other confirmatory documentation during the Interim Period, or in the event that any of Assignor's intellectual property shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consent and grant to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings worldwide. All recordations and filings of Assignments of Assignor's intellectual property and other materials confirming ownership by Assignee shall be made at Assignee's request or direction.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer this 23rd day of June, 2003.

DYNACRAFT INDUSTRIES, INC.

By: Jerome A. Berman
Jerome A. Berman,
Chief Executive Officer and Chairman

By: John A. Berman
John A. Berman,
President

ACCEPTED AND ACKNOWLEDGED BY:

DYNACRAFT LLC

By: Jerome A. Berman
Jerome A. Berman,
Managing Member

By: John A. Berman
John A. Berman,
Member

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ACKNOWLEDGMENT

On this 23rd day of June, 2003, before me came Jerome A. Berman, who stated that he is the Chief Executive Officer of Dynacraft Industries, Inc. and acknowledged that he executed the above instrument as the act and deed of Dynacraft Industries, Inc. with full authority to do so.

Ellen Warren
Notary Public

ELLEN WARREN
NOTARY PUBLIC, State of New York
No. 31-4847374
Qualified in New York County
Commission Expires July 31, 2005

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ACKNOWLEDGMENT

On this 23rd day of June, 2003, before me came John A. Berman, who stated that he is the President of Dynacraft Industries, Inc. and acknowledged that he executed the above instrument as the act and deed of Dynacraft Industries, Inc. with full authority to do so.

Ellen Warren
Notary Public

ELLEN WARREN
NOTARY PUBLIC, State of New York
No. 31-4847374
Qualified in New York County
Commission Expires July 31, 2005

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ACKNOWLEDGMENT

On this 23rd day of June, 2003, before me came Jerome A. Berman, who stated that he is the Managing Member of Dynacraft LLC and acknowledged that he executed the above instrument as the act and deed of Dynacraft LLC with full authority to do so.

Ellen Warren
Notary Public

ELLEN WARREN
NOTARY PUBLIC, State of New York
No. 31-4847374
Qualified in New York County
Commission Expires July 31, 2005

STATE OF New York)
) ss.:
COUNTY OF New York)

ACKNOWLEDGMENT

On this 23rd day of June, 2003, before me came John A. Berman, who stated that he is a Member of Dynacraft LLC and acknowledged that he executed the above instrument as the act and deed of Dynacraft LLC with full authority to do so.

Ellen Warren
Notary Public

ELLEN WARREN
NOTARY PUBLIC, State of New York
No. 31-4847374
Qualified in New York County
Commission Expires July 31, 2005

SCHEDULE A**Trademarks**

<i>Trademark</i>	<i>App./Reg. Number</i>	<i>App./Reg. Date</i>
ABCYCLE & Design	R- 1,932,673	11/07/95
AFTERSHOK	R- 2,195,292	10/13/98
AIR BLAST	A- 78/158,348	08/27/02
AIR TENSION	R- 2,196,610	10/13/98
ALPINE EAGLE	R- 1,461,817	10/20/87
ANIALATOR	R- 2,101,958	09/30/97
ANZA	R- 2,117,786	12/02/97
BARE BONES	R- 1,905,567	07/18/95
BEDAZZLED	R- 1,846,191	07/19/94
BEAR ESSENTIALS	R- 2,046,141	03/18/97
BLADE	R- 2,258,322	07/06/99
BLAST ZONE	R- 1,920,831	09/19/95
BOLD	A- 76/366,347	02/04/02
BREAKPOINT	R- 1,732,875	11/17/92
BULGE	R- 2,561,837	04/16/02
BUSTED	R- 2,688,485	02/18/03
BUSTER MX	R- 2,594,117	07/16/02
B-WILD	R- 2,562,525	04/16/02
CANNED	R- 2,566,199	04/30/02
CANYON ROADS	R- 2,564,336	04/23/02
CATAPULT	R- 2,400,988	10/31/00
CHARMER	R- 2,336,192	03/28/00

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<i>Trademark</i>	<i>App./Reg. Number</i>	<i>App./Reg. Date</i>
CLIFF RUNNER	R- 2,414,398	12/19/00
CLUTCH	R- 2,605,906	08/06/02
D & Design	R- 2,422,102	01/16/01
DAGGER	R- 2,160,445	05/26/98
DECOY	R- 2,580,247	06/11/02
DEKRA	R- 2,392,346	10/03/00
DIGG'N DINO	R- 2,153,705	04/28/98
DIRT JUMPER	R- 2,624,500	9/24/02
DIRT STORM	R- 2,642,445	10/29/02
DIRT ZASTER	R- 1,872,411	01/10/95
DOUBLE DIVIDE	R- 2,009,131	10/15/96
DYNACRAFT	R- 1,421,836	12/23/86
ECHO RIDGE	R- 1,871,235	01/03/95
ELECTROSHOCK	R- 2,220,985	01/26/99
EQUATOR	R- 2,311,902	01/25/00
EXHAUST	A- 76/138,932	10/02/00
FLIP 400	R- 1,999,726	09/10/96
FUGATIVE	R- 1,579,976	01/30/90
GIRL TALK	R- 2,060,029	05/06/97
GLACIER POINT	R- 1,882,070	03/07/95
GLAMOUR GIRL	R- 1,971,383	04/30/96
GLAMOUROUS	R- 1,793,594	09/21/93
GLITZ & GLAMOUR	R- 1,999,724	09/10/96
GRAND LEDGE	R- 2,154,918	05/05/98

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<i>Trademark</i>	<i>App./Reg. Number</i>	<i>App./Reg. Date</i>
GREAT DIVIDE	R- 1,697,527	06/30/92
HIGH FASHION	R- 1,926,393	10/10/95
HOCUS POCUS	R- 2,414,112	12/19/00
IMPOSTER	A- 76/198,000	01/22/01
INVADER	A- 76/411,575	05/23/02
ISLAND BREEZE	R- 1,918,798	09/12/95
JAZZY CATS	R- 2,038,936	02/18/97
JEWELS & PEARLS	R- 2,483,590	08/28/01
KEEPSAKES	R- 2,562,461	04/16/02
KID'S CLASSIC	R- 2,489,403	09/11/01
KRUSHER	R- 2,705,389	04/08/03
LADY N PINK	R- 1,907,272	07/25/95
LOOK 'N GOOD	R- 1,998,264	09/03/96
MAGNA GEAR	R- 2,015,894	11/12/98
MAJESTIC	R- 2,246,526	05/18/99
MAJOR DAMAGE	R- 1,830,282	04/12/94
MALIBU	R- 1,447,364	07/14/87
MAUI MISS	R- 1,823,686	02/22/94
MAXX TRAX	R- 2,060,017	05/06/97
MEDIEVAL MADNESS	R- 2,105,602	10/14/97
MISFIT	A- 76/147,688	10/16/00
MISTY	R- 1,893,066	05/09/95
MODERN CRAZE	R- 1,998,269	09/03/96
MOLTEN	R- 2,369,380	07/18/00

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<i>Trademark</i>	<i>App./Reg. Number</i>	<i>App./Reg. Date</i>
MOUNTAIN EAGLE	R- 1,701,666	07/21/92
MTN TAMER	R- 1,936,707	11/21/95
MTN. RIDGE	R- 2,454,083	05/22/01
MYSTICAL PASSION	R- 2,109,247	10/28/97
NEXT	R- 2,076,524	07/01/97
NO MORE BORING BIKES	R- 2,022,168	12/10/96
NORTHERN CASCADE	R- 2,422,176	01/16/01
NORTHERN RIDGE	R- 1,937,308	11/21/95
OASIS	R- 2,038,923	02/18/97
OBSIDION	R- 2,414,731	12/19/00
OUTCAST	R- 2,504,667	11/06/01
OUTREACH	R- 1,711,544	09/01/92
OZONE 500	R- 2,308,953	01/18/00
PAINKILLER	R- 2,371,678	07/25/00
PARADISE COVE	R- 2,103,442	10/07/97
PRECIOUS PEARLS	R- 2,008,470	10/15/96
PRETTY IN PINK	R- 2,007,225	10/08/96
PROSLAMMER	R- 2,149,335	04/07/98
PULSE	R- 2,105,486	10/14/97
PUPPY FUN	R- 2,291,103	11/09/99
RAZOR X	R- 2,311,177	01/25/00
REBOUND	R- 1,997,003	08/27/96
RED CANYON	R- 1,849,206	08/09/94
RED RIDGE	R- 1,843,591	07/05/94

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<i>Trademark</i>	<i>App./Reg. Number</i>	<i>App./Reg. Date</i>
REFUGE	R- 2,223,270	02/09/99
RETZAR	R- 2,515,368	12/04/01
RHINO	R- 2,211,547	12/15/98
RHINO & DESIGN	R- 2,316,706	02/08/00
RIP CLAW	R- 2,186,840	09/01/98
RIP CURL	R- 1,880,527	02/28/95
RIP TIDE	R- 2,456,462	05/29/01
RIP TRAXX	A- 76/237,959	04/03/01
ROAD BLOCK	R- 1,842,862	07/05/94
ROAD IMPRESSIONS	R- 1,440,544	05/26/87
SANDY TRAILS	R- 1,815,819	01/11/94
SAPPHIRE	R- 2,548,400	03/12/02
SCREAMER	R- 1,928,493	10/17/95
SHAKE DOWN	R- 2,641,008	10/22/02
SHALE	R- 1,640,402	04/09/91
SHEER FUN	R- 1,584,540	02/27/90
SHOCK ZONE	R- 2,392,233	10/03/00
SHOCKEDGE	R- 2,450,218	05/08/01
SILVER CANYON	R- 2,011,144	10/22/96
SIX ISLANDS	R- 1,907,275	07/25/95
SKYQUEST	R- 2,219,718	01/19/99
SPELLBOUND	R- 1,833,278	04/26/94
SPLASH	R- 1,690,077	06/02/92
STAR BURST	R- 1,440,543	05/26/87

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<i>Trademark</i>	<i>App./Reg. Number</i>	<i>App./Reg. Date</i>
STITCH	R- 2,560,335	04/09/02
STRANDED	R- 2,226,672	02/23/99
STREET BLADE	R- 1,918,790	09/12/95
STREET DEMON	R- 1,421,837	12/23/88
STRYKA	R- 2,223,254	02/09/99
STYLE OUT	R- 2,296,944	11/30/99
SURGE	A- 78/240,651	04/22/03
SWEET MISTY	R- 1,453,136	08/18/87
TANZIER	R- 2,038,935	02/18/97
THORAX	R- 2,312,530	01/25/00
THREAT	R- 2,232,914	03/16/99
TOTAL MADNESS	R- 1,998,266	09/03/96
TROPICAL BLAST	R- 1,920,832	09/19/95
TURBO FORCE 1000	R- 1,785,437	08/03/93
TURBO WORKS	R- 1,739,677	12/15/92
TURN-N-BURN	R- 2,277,817	09/14/99
TWILIGHT TWIST	R- 2,038,916	02/18/97
VAPORIZER	R- 2,038,992	02/18/97
VERMILION	R- 2,145,509	03/17/98
VERTICAL	R- 2,255,373	06/22/99
VERTICAL & Design	R- 2,314,698	02/01/00
VERVE	R- 2,394,275	10/10/00
VINTAGE	R- 1,882,067	03/07/95
WAIKIKI	R- 2,154,922	05/05/98

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<i>Trademark</i>	<i>App./Reg. Number</i>	<i>App./Reg. Date</i>
WALL ROX	R- 1,998,265	09/03/96
WALLA KOALA	R- 1,999,727	09/10/96
WAVERIPPER	R- 2,512,561	11/27/01
WHOMP	R- 2,392,306	10/27/00
WIPE OUT	R- 2,292,638	11/16/99
X-CCELERATE	R- 2,439,485	03/27/01
X-MAGS	R- 2,587,789	07/02/02
ZANZIBAR	R- 1,997,004	08/27/96

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