

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
Pacifica LTM, LLC		01/01/2007	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Blackstone Investment Group, Inc.
Street Address:	579 West High Street
City:	Aurora
State/Country:	MISSOURI
Postal Code:	65606
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3102593	MOUNTAINSMITH
Registration Number:	3103016	MOUNTAINSMITH
Registration Number:	2892852	MOUNTAINSMITH
Registration Number:	2895955	MOUNTAINSMITH
Registration Number:	3065531	MOUNTAINSMITH
Registration Number:	3106208	MOUNTAINSMITH
Registration Number:	2587762	MOUNTAINSMITH
Registration Number:	1768568	CYCLESMTIH GOLDEN, COLORADO U.S.A.
Registration Number:	1762718	CYCLESMTIH
Registration Number:	1703288	MOUNTAINSMITH GOLDEN COLORADO U.S.A.
Registration Number:	2888271	MOUNTAINSMITH

CORRESPONDENCE DATA

Fax Number: (303)938-9995

900072325

**TRADEMARK
 REEL: 003504 FRAME: 0706**

OP \$290.00 3102593

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-938-9999
Email: kherbert@ollilalaw.com
Correspondent Name: Kathleen S. Herbert
Address Line 1: 2060 Broadway, Suite 300
Address Line 2: The Ollila Law Group LLC
Address Line 4: Boulder, COLORADO 80302

ATTORNEY DOCKET NUMBER:	66593/000
NAME OF SUBMITTER:	Kathleen S. Herbert
Signature:	/kathleen s. herbert/
Date:	03/21/2007

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT - US

THIS ASSIGNMENT (the "Assignment") shall be deemed made and entered into as of the 1st day of January, 2007 ("Effective Date") by and between PACIFICA LTM, LLC, a Colorado limited liability company, located at 18301 W. Colfax #P, Golden, Colorado 80401 ("Assignor"), and BLACKSTONE INVESTMENT GROUP, INC., a Missouri corporation, located at 579 West High Street, Aurora, Missouri 65606 ("Assignee").

WHEREAS, this Assignment is being executed and delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement dated January 1, 2007, by and between the Assignor and Assignee (the "APA");

WHEREAS, pursuant to the APA, incorporated herein by reference, Assignee obtained all such worldwide rights, title and interest as Assignor has (the "Interest") in and to those certain marks and United States trademark applications and registrations listed on Exhibit A attached hereto and incorporated herein by this reference, along with any goodwill associated therewith (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee are desirous of memorializing the assignment of the Interest in the Marks pursuant to the APA for purposes of recordation with the United States Patent and Trademark Office or any official of any country or countries foreign to the United States whose duty it is to register trademarks.

NOW, THEREFORE, for \$1.00 and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby affirms, ratifies and assigns to Assignee the Interest in the Marks, including, in each case to the extent of the Interest, all (i) registrations and applications therefor, and (ii) renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, including, without limitation, to the extent of the Interest, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment; provided, however, nothing herein shall be deemed to obligate Assignor to (i) incur any material cost or expense or any liability to any third party, or (ii) execute any instrument or document that would expand or increase Assignor's obligations under the APA.

This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

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This Assignment may not be modified, amended, or discharged or any term or provision hereof waived, except in writing signed by the party against whom such modification, amendment, discharge or waiver is sought to be enforced.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the date written below.

PACIFICA LTM, LLC
("Assignor")

By: 
Name: Greg Thomsen
Title: Chief Executive Officer
Date: January 1, 2007

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the date written below.

BLACKSTONE INVESTMENT GROUP, INC.
("Assignee")

By: *David R. Henderson*

Name: David R. Henderson

Title: Chief Executive Officer

Date: January 1, 2007

Exhibit A

Trademark	Ser. No. / Reg. No.
MOUNTAINSMITH AND DESIGN 	RN:2,587,762
MOUNTAINSMITH	RN:2,888,271
MOUNTAINSMITH	RN:2,892,852
MOUNTAINSMITH MOUNTAINSMITH	RN:2,895,955
MOUNTAINSMITH	RN:3,065,531
MOUNTAINSMITH AND DESIGN 	RN:3,102,593
MOUNTAINSMITH AND DESIGN 	RN:3,103,016
MOUNTAINSMITH AND DESIGN 	RN:3,106,208
MOUNTAINSMITH GOLDEN COLORADO U.S.A. AND DESIGN 	RN:1,703,288
CYCLESMTIH	RN:1,762,718

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Trademark	Ser. No. / Reg. No.
CYCLES MITH GOLDEN, COLORADO U.S.A. AND DESIGN 	RN:1,768,568

STLD01-1281458-3