# 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
Sevylor, Inc.		12/11/2006	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Sevca, LLC
Street Address:	1100 Stearns Drive
City:	Sauk Rapids
State/Country:	MINNESOTA
Postal Code:	56379
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2453626	SEVYTEX
Registration Number:	2396390	COMFORTOP
Registration Number:	2363842	SEVYMARINE
Registration Number:	2388731	SEVYLOR
Registration Number:	1093711	SEVYLOR

### **CORRESPONDENCE DATA**

900074834

Fax Number: (206)805-4800

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

206-805-4800 Phone:

Email: lori\_ocker@k2sports.com Correspondent Name: Julie C. VanDerZanden Address Line 1: 4201 6th Avenue South

Address Line 4: Seattle, WASHINGTON 98108

ATTORNEY DOCKET NUMBER: KTOI-5-9836

TRADEMARK

**REEL: 003525 FRAME: 0535** 

NAME OF SUBMITTER:	Mark A. Rosebrock
Signature:	/Mark A. Rosebrock/
Date:	04/19/2007
Total Attachments: 7 source=Sevylor to Sevca#page1.tif source=Sevylor to Sevca#page2.tif source=Sevylor to Sevca#page3.tif source=Sevylor to Sevca#page4.tif source=Sevylor to Sevca#page5.tif source=Sevylor to Sevca#page6.tif source=Sevylor to Sevca#page7.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of December 11, 2006 by and among Sevca, LLC, a Delaware limited liability company and indirect wholly-owned subsidiary of Parent ("Assignee"), and Sevylor, Inc., a Delaware corporation ("Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

### RECITALS

WHEREAS, Parent, Assignee, Assignor and other parties thereto entered into that certain Asset Purchase Agreement dated as of October 13, 2006 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1(e) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all trademarks, trade names, corporate names, business names, domain names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein (collectively, the "Trademarks").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignor hereby agrees as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

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- 2. Representations and Warranties of the Parties. Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.
- 3. <u>Further Assurances</u>. Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.
- 4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.
- 5. Asset Purchase Agreement. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and made subject to the representations and warranties of Seller contained therein. The terms of the Asset Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Trademarks, Transferred Assets and other matters, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement, and in the event of any conflict between the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement shall govern.
- 6. <u>Counterparts</u>. This Assignment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature pages follow]

2

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:** 

SEVYLOR, INC., a Delaware corporation

By:\_

Name: Wayne Lee Title: Chief Financial Officer

ASSIGNEE:

SEVCA, LLC, a Delaware limited liability company

Name: Mark A. Rosebrock

Title: Assistant Secretary

[Signature Page to U.S. Trademark Assignment]

## [SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:** 

SEVYLOR, INC., a Delaware corporation

Name: Wayne Lee

Title: Chief Financial Officer

**ASSIGNEE:** 

SEVCA, LLC,

a Delaware limited liability company

By:\_\_\_\_\_

Name: Mark A. Rosebrock Title: Assistant Secretary

CALIFORNIA ALL-PURPOSE ACI	KNOWLEDGMENT
State of California	
County of Dramas.	
County of Orange  On 12/7/06 before me, Ba  personally appeared Wayne (	Usara and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared	Name(s) of Signer(s)
	□ personally known to me
	(or proved to me on the basis of satisfactory evidence)
BARBARA ALDER  Commission # 1390049  Notary Public - California \$  Orange County  My Comm. Expires Dec 14, 2006	to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	WITNESS my hand and official seal.
Place Notary Seal Above	Barbara alder
	Signature of Notary Public ONAL
Though the information below is not required by law, it n and could prevent fraudulent removal and rea	nay prove valuable to persons relying on the document attachment of this form to another document.
Description of Attached Document Tradu	mark assignment
Document Date: 12/7/06	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(les) Claimed by Signer(s)  igner's Name:	Signer's Name:    Individual   Corporate Officer — Title(s):   Partner —   Limited   General   Attorney in Fact   Trustee   Guardian or Conservator   Other:
gner Is Representing:	Signer Is Representing:

© 2006 National Notary Association - 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Hern No. 5907 Fleorder: Call Toll-Free 1-800-876-6827

# **EXHIBIT A**

	1171112	S INDOO	FILING DATE	TATE OF THE PARTY	ביי	ב ה	APPLICATION			
* SEVYLOR*/ 9750783E	SEVYLOR Inc.	*** INTL(2	12/9/1997	12/8/1907	-	DATE	NO.	KEGISTRATION NO.	CLASS	REGISTRATION TERM
*SEVYLOR*/	20.001.00	(CO) ILINI (CO)		1661 1677		12/9/2007	684 395	684 395	1/6/19	Assignment transferred from Zodiac to Sevylor Inc. Jan.
85U/364M	SEVILOR INC.	COUNTRIES	6/10/1997	6/10/1997		6/10/2007	431 257	431 257	11/17/22/28	assignment transferred from Zodiac to Sevylor Inc. Jan. 2004
" SEVYLOR"/ 8507497E	SEVYLOR Inc.	JAPAN	3/17/1983	9/29/1983		9/29/2013	724 831-5	1615501	12 (5/2/2003 reclassification to Int'l class 12 instead of	renewed for another 10 years
SEVYLOR' 8507400E	SEVYLOR Inc.	VENEZUELA	8/21/1980	A/21/10RA					Japan class 12)	on 09/23/2003
SEVILOR	SEVYLOR Inc.	ARGENTINA	10/2/1996	12/2/1997		6/19/2009	108 715	108 715	12	
"SEVYLOR"	SEVYLOR Inc.	BRAZIL	10/18/1996	12/20/1008	4 Physianoc	17/2/2001	2051079	1652184	28	
SEWLOR.	SEVYI OR Inc	F		DC61 IC 771	41211999	4/27/2009	819,561,347	819,561,347	28 (ITEMS 10 AND 20)	10 years
SEVYLOR	CELAYLOB IS	DRWZIL	2/4/1997	3/26/1999	7/20/1999	7/20/2009	819.809.446	819.809.446	20 /TEMS 10 AND 450	
*SEVYLOR*	SEVILOR INC.	BRAZIL	2/4/1997	3/26/1999	7/20/1999	7720/2009	819.809.454	840 000 454	בי (ווביווים ות המאם ום)	10 years
"SEWLOR"	SFW1 OR Inc	DIVACIL	2/4/1997	3/29/1999	8/10/1999	8/10/2009	819809AE2	04000404	/ (ITEMS 35 AND 60)	10 years
"SEVYLOR"	SEVYLOR Inc.		9/30/1996	10/23/1997		10/23/2007	356339	495-374-for class 28	12 (10;20)	10 ( 8/10/99-8/10/2009)
SEWLOR.	SEVYLOR Inc.	n E		866L/ZL/L		1/12/2008	376.094	500 961, for Mace 26	97	
"SEVYLOR"	SEVYI OR Inc.	1		12/31/1997		12/31/2007	376.093	500.295- for class 18	62	
-SEVYLOR-	SELVALOR !	<b>WILD</b>	4/9/1998	12/28/1999		12/27/2009	9800032972	1348406	10	40 VEADO! 4005:10.00
"SEVYLOR"	SELVI CO Inc.	CANADA	4/18/2000	ALLOWED	5/1/2002	5/1/2017	4 055 500	Deloro	87	2009/12/27)
"SEVYLOR"	SEVYLOP Inc.	KOREA	2/14/2002	8/26/2003		8/26/2013	3490477476007	561,178	28, 20, 12	15 years
*SEVYLOR*	SEVYI OR Inc	NOKEA MA ANGIE	2/14/2002	8/26/2003		8/26/2013	34901/175007		28	10 years
*SEVYLOR*	SEWI OR Inc	MALATSIA	12/8/2004				04010204		20	10 years
SEWLOR.	SEVYLOP Inc.	MALAYSIA	10/14/1996	APPROVED	31/03/2003		96/19602		12	pending
"SEWLOR"	SEVYI OR Inc	MEXICO	11/9/1992	11/9/1992		11/9/2012	153007	90012903	28	renewed until 10/14/2013
*SEVYLOR*	SEVYLOR Inc	MEAICO	2/18/1991	•	2/18/2001	2/18/2011	ionon.	44051/	12	10 YEARS (renewed)
"SEWLOR"	SEVYLOR Inc.	TAMANA	10/22/1996	10/22/1996		10/22/2006	11482/96	401/63 T08/44/004	28	10 YEARS
SEVYLOR.	SEVYLOR Inc.	AS I	AMONAGA	5/1/1987		4/30/2007	,	ON36ABBO	88	10 YEARS
COMFORTOP	SEVYLOR Inc.	IISA	4/17/1999	ALLOWED	9/19/2000			2 388 724	28	
SEVYMARINE	SEVYLOR Inc.	USA	OPPORTOR	ALLOWED	10/17/2000			2.396.390	20	FOR CAMPING
SEVYTEX	SEVYLOR Inc.	USA	00011000	ALLOWED			75/557815	2 363 842	97	FOR 10 YEARS
SEVYLOR	SEVYLOR Inc.	France	3671776	ALLOWED	7/11/2000		75/557606	2.453.626	12	10 YEARS
SEVYLOR.	SEVYLOR Inc.	Great Britain		1/19/94				9450235	71	10 YEARS
SEWLOR.	SEVYLOR Inc.	Greece		1/8/01				1.564095		
SEVYLOR.	SEVALOR Inc.	Nomay		10/29/99				BENDR		
SEWLOR	SEVYLOR Inc.	Tunisia		3/30/94				115039		
SEVYLOR"	SEVYLOR Inc.	United States		/6/01/0				970892		

# **EXHIBIT A**

		KEGIST RATION TERM						/ KUMANIA/ SLOVENIA/	
	01 A B.O	CEASO					N (C) OVAKIATOR	ONCHING OFFICE	DICONTINUE CONTINUE
	REGISTRATION NO		431,257	188.449	684,395		(****) 22 COUNTRIES: ALGERIA GERMANY/ AUSTRIA/ BELGIUM/LUXEMBURG/ NETHERLAND/ EGYPT/ SPAIN/ RUSSIA/ HUNGARY/ ITALY/ MOROCCO/ MONACO/ POLAND/ POPITICAL/ COLOMA COLO	(*****) 20 COUNTRIES AUSTRIABELARUS/SWITZERLAND/CZECH REPUBLIC/GERMANY/ALGERIA/EGYPT/SPAINHUNGARY/ITALYMOROCCOMONACO/POI AND/ROMANIA PII SCIA KSI OYENIA GODINA COLONIA COLONI	から つくか これ こうしゅう こうしゅう
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ū	DATE	1					IA/ HUNGAR	NGARY/ITAL	
DATE OF	SSIE						SPAIN/RUSS	T/SPAIN/HU	
REGISTRATION DATE OF DIE	DATE	6/10/97	714410-	18/11/1	12/9/97		THERLAND/ EGYPT/	AANY/ALGERIA/EGY	
CHING DATE							/LUXEMBURG/NET	H REPUBLIC/GERN	
COUNTRY		COINTDIES	Tinkey	Finland and	Sweden		AUSTRIA/ BELGIUM	WITZERLAND/CZEC	
OWNER		SEVYLOR Inc.	SEVYLOR Inc.	SEVYLOR Inc		(****) 2 COUNTRIES: FINLAND & SWEDEN	S: ALGERIA/GERMANY/	es austria/Belarus/s	
KADEWAKK		*SEVYLOR*	*SEVYLOR*	"SEVYLOR"		(****) 2 COUNTRIES:	(****) 22 COUNTRIE SWITZERLAND/ VIET	(****) 20 COUNTRI	

RECORDED: 04/19/2007

TRADEMARK

**REEL: 003525 FRAME: 0543**