

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
Oakley Specialized Services, Inc.		12/01/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Astro Pak Corporation		
Street Address:	270 E. Baker Street, Suite 100		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0886083	OAKLEY	
CORRESPONDENCE DATA			
Fax Number:	(949)721-5555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-721-5562		
Email:	dlp@bblawgroup.com		
Correspondent Name:	Daniel L. Pelekoudas		
Address Line 1:	4 San Joaquin Plaza, Suite 120		
Address Line 4:	Irvine, CALIFORNIA 92660		
NAME OF SUBMITTER:	Daniel L. Pelekoudas		
Signature:	/DLP/		
Date:	01/18/2008		

OP \$40.00 0886083

Total Attachments: 1

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**TRADEMARK
 REEL: 003700 FRAME: 0254**

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of December 1, 2007 (the "Effective Date") by Oakley Specialized Services, Inc., a New Jersey corporation ("Seller"), in favor of Astro Pak Corporation, a Delaware corporation ("Buyer").

WHEREAS, Seller has adopted, used, is using, and is the owner of the service mark "OAKLEY" and related design, and all other rights appurtenant thereto worldwide, including, without limitation, all common law rights, trade name rights, causes of action, and the right to sue and recover for past infringements (collectively, the "Trademark"), and Seller has acquired goodwill associated with and symbolized by the Trademark and has not abandoned the same;

WHEREAS, Seller is the owner of United States trademark registration number 886,083 for "OAKLEY, and design" (the "Registration"); and

WHEREAS, Buyer wishes to acquire from Seller, and Seller wishes to sell, convey, transfer and assign to Buyer, all of Seller's rights, title, and interest in and to the Trademark, the Registration and all goodwill associated therewith and/or symbolized thereby, effective as of the Effective Date, in connection with the acquisition by Buyer of certain other assets of Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, transfers and assigns to Buyer all rights, title, and interest of Seller in and to the Trademark, the Registration and all goodwill associated with and/or symbolized by the Trademark and/or the Registration, free and clear of all claims, liens, pledges, options, charges, security interests, encumbrances or other rights of any third parties. Such sale, conveyance, transfer and assignment is made effective as of the Effective Date and concurrently with the sale, conveyance, transfer and assignment by Seller to Buyer of certain other assets of Seller.

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment effective as of December 1, 2007.

"SELLER"

OAKLEY SPECIALIZED SERVICES, INC.

By: 

George Tucker
President