

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CB Apparel LLC		01/18/2007	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yellowstone Brands, LLC		
<b>Street Address:</b>	3140 Route 33 West		
<b>Internal Address:</b>	c/o Ross Holdings, LLC		
<b>City:</b>	Somerville		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08826		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78669803	CB SPORTS	
<b>Serial Number:</b>	78669779	CB	
<b>CORRESPONDENCE DATA</b>			
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<b>Phone:</b>	212-949-9022		
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<b>ATTORNEY DOCKET NUMBER:</b>	8003059		
<b>NAME OF SUBMITTER:</b>	Frank Terranella		

CH \$65.00 78669803

Signature:	/ft/
Date:	02/25/2008
<p><b>Total Attachments: 41</b></p> <p>source=CB Apparel#page1.tif source=CB Apparel#page2.tif source=CB Apparel#page3.tif source=CB Apparel#page4.tif source=CB Apparel#page5.tif source=CB Apparel#page6.tif source=CB Apparel#page7.tif source=CB Apparel#page8.tif source=CB Apparel#page9.tif source=CB Apparel#page10.tif source=CB Apparel#page11.tif source=CB Apparel#page12.tif source=CB Apparel#page13.tif source=CB Apparel#page14.tif source=CB Apparel#page15.tif source=CB Apparel#page16.tif source=CB Apparel#page17.tif source=CB Apparel#page18.tif source=CB Apparel#page19.tif source=CB Apparel#page20.tif source=CB Apparel#page21.tif source=CB Apparel#page22.tif source=CB Apparel#page23.tif source=CB Apparel#page24.tif source=CB Apparel#page25.tif source=CB Apparel#page26.tif source=CB Apparel#page27.tif source=CB Apparel#page28.tif source=CB Apparel#page29.tif source=CB Apparel#page30.tif source=CB Apparel#page31.tif source=CB Apparel#page32.tif source=CB Apparel#page33.tif source=CB Apparel#page34.tif source=CB Apparel#page35.tif source=CB Apparel#page36.tif source=CB Apparel#page37.tif source=CB Apparel#page38.tif source=CB Apparel#page39.tif source=CB Apparel#page40.tif source=CB Apparel#page41.tif</p>	

**ASSET PURCHASE AGREEMENT**

AGREEMENT, made as of this 18<sup>th</sup> day of January, 2007, by and among Yellowstone Brands, LLC, a New Jersey limited liability company ("Buyer"), CB Apparel LLC, a New York limited liability company ("Seller"), and the members of the Seller listed on the signature page hereto (the "Seller Group").

**WITNESSETH:**

WHEREAS, Seller, is an apparel company that manufactures and markets men's and women's apparel under its trademarks "CB Sports" and "CB" (collectively, the "Trademarks");

WHEREAS, Seller Group desires to sell, and Buyer desires to purchase, with certain exceptions, the assets owned, and the business and operations conducted, by Seller, for the consideration and upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Buyer intends to use the Assets (as defined below) to commercially exploit the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

1.1 Assets means the tangible and intangible assets and related good will used in connection with the business and operations of Seller, except for the "Excluded Assets" (as hereinafter defined). Without limiting the generality of the foregoing, the Assets shall include the following:

(a) all registered, pending and unregistered trademarks (and claims for infringement of the same), trade names, service marks, designs, domain names, licenses, permits, privileges and other proprietary rights, if any, owned or held and used by or useful to Seller listed on Schedule 1.1(a) hereto;

(b) promotional and marketing materials owned or held and used by Seller in connection with the Trademarks listed on Schedule 1.1(b) hereto;

(c) all available records and files of Seller relating to the Assets, including, without limitation, customer and supplier lists, records, files and account statements, correspondence with customers or suppliers, potential customers or suppliers, all available historic records relating to the chain of title to the Trademarks, and all related documents listed on Schedule 1.1(c) hereto;

(d) all samples (patterns, drawings, creative designs), sketches and other similar matters listed on Schedule 1.1 (d) hereto; and

(e) the domain name (the URL address that is registered with Webflow Solutions) listed on Schedule 1.1(e).

1.2 Excluded Assets means the assets of Seller on the Closing Date which are not identified or enumerated in Section 1.1 or the schedules thereto (the "Excluded Assets") shall be retained by Seller, and shall not be transferred to or purchased by Buyer.

1.3 Closing means the consummation of the purchase, assignment, conveyance and sale of the Assets contemplated hereunder. It is contemplated that the Closing shall take place at the Closing Place immediately following the execution and delivery of this Agreement.

1.4 Closing Date means the date on which this Agreement is executed and delivered by all the parties hereto or at such other date as the parties may agree.

1.5 Closing Place means the offices of Seller at 80 West 40<sup>th</sup> Street, 7<sup>th</sup> Floor, New York, New York 10018, or such other place as the parties may agree.

1.6 Code means the Internal Revenue Code of 1986, as amended.

1.7 Encumbrances mean any mortgages, pledges, preemptive purchase rights, security interests, claims, liens, charges, licenses or other encumbrances of any kind, existing as of the Closing Date.

1.8 Knowledge of a person means such person's actual knowledge after reasonable inquiry of all persons who may reasonably be expected to have knowledge of the matter at issue.

1.9 Solvent means (i) the fair salable value of the tangible assets of Seller is in excess of the total amount of its liabilities; and (ii) Seller is able to pay its debts and obligations in the ordinary course as they mature.

1.10 Tax means (i) any tax of any kind, a levy or other like assessment, customs, duties, imposts, charges or fees (including income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, sales, use, transfer, registration, value added, alternative or add-on-minimum, estimated or other tax of any kind whatsoever) imposed by or payable to the United States or any state, county, local or foreign government or subdivision or agency thereof, and in each instance such term shall include any interest, penalties or additions to tax attributable to any such tax, (ii) any liability for the payment of any amounts described in (i) as a result of being (or ceasing to be) a member of a consolidated, combined, unitary or aggregate group for any Tax period, and (iii) any liability for the payment of any amount described in (i) or (ii) as a result of being a transferee or successor to any person or as a result of any express or implied obligation to indemnify any other person.

1.11 Tax Return means any return, statement, claim for refund, report, estimate, declaration, information return form or other document filed or required to be filed in connection with the determination, assessment or collection of any taxes or the administration of any laws, regulations or administrative requirements relating to any Taxes, including any schedule or attachment thereto and any amendment thereof.

2. Purchase of Assets and Purchase Price.

2.1 Purchase of Assets. Subject to the terms and upon satisfaction of the conditions contained in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, the Assets, for the consideration specified in Section 2.4 hereof.

2.2 Non-Assumption of Liabilities. Buyer expressly does not, and shall not, assume or be deemed to have assumed under this Agreement or by reason of any transaction contemplated hereunder, any debts, liabilities (contingent or otherwise) or obligations of Seller or the Seller Group of any nature whatsoever arising prior to the Closing Date. Buyer shall be responsible for any debts, liabilities (contingent or otherwise) or obligations that are related to the Assets and that are created and arise after the Closing.

2.3 Transfer. At the Closing, Seller shall deliver to Buyer such deeds, bills of sale, endorsements, assignments and other instruments of sale, conveyance, transfer and assignment, satisfactory in form and substance to Buyer and its counsel, as may be requested by Buyer, in order to convey to Buyer good and marketable title to the Assets, free and clear of all Encumbrances.

2.4 Purchase Price.

(a) The aggregate consideration to be paid by Buyer to Seller, for the Assets shall be equal to the sum of \_\_\_\_\_ payable as follows (the "Purchase Price"): \_\_\_\_\_

(i) the sum of \_\_\_\_\_ payable by check or wire transfer of immediately available funds to Seller in accordance with written instructions of Seller given to Buyer at least two (2) business days prior to the Closing Date ("Closing Cash Payment");

(ii) to Seller, a non-negotiable promissory note issued by Buyer in favor of the Seller substantially in the form annexed hereto as Exhibit A (the "Note"), in the initial aggregate principal amount of \_\_\_\_\_, payable on the six month anniversary of the Closing Date, in accordance with the terms of the Note. The Note shall not bear any interest, except upon the occurrence and continuation of an Event of Default (as defined in the Note), in which case, the Note shall bear interest at a rate of six percent (6%) per annum (computed on the basis of a 365- (or 366-, as the case may be) day year for the actual number of days elapsed) on the unpaid principal balance from the date of the default until cured, which rate shall increase to fifteen percent (15%) per annum following the thirteenth month anniversary of the Closing Date. In addition, as security for the payment of the Note and the other obligations of Buyer hereunder, Harvey Ross ("Ross") will execute on behalf of Seller

and the Seller Group, a personal guaranty substantially in the form annexed hereto as Exhibit B (the "Guaranty").

2.5 Allocation of Purchase Price. Buyer shall prepare an allocation of the Purchase Price (and all other capitalized costs) among the Assets in accordance with the applicable requirements of Section 1060 of the Code prior to the time of any required tax filings with respect thereto and subject to any adjustment to the consideration. The parties agree to report this transaction for tax purposes in accordance with the allocation set forth on Schedule 2.5 hereto. If any taxing authority makes or proposes an allocation with respect to the Assets that differs materially from the allocation prepared by Buyer pursuant to this Section 2.5, each of Buyer on the one hand and Seller on the other shall have the right, at its election and expense, to contest such authority's determination. In the event of such a contest, the other party or parties shall cooperate reasonably with the contesting party but shall have the right to file such protective claims or returns as may be reasonably required to protect its interests.

3. Representations and Warranties of Seller and the Seller Group. Each of Seller and the members of the Seller Group, jointly and not severally, represent, warrant and covenant to Buyer that:

3.1 Organization and Good Standing. Seller (a) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, and (b) has all requisite limited liability company power and authority to enter into and perform and do all things contemplated under this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement, to own and lease its assets and to carry on and operate its business and operations as now being conducted and as proposed to be conducted by it under existing agreements.

3.2 Authorization and Binding Obligations. The execution, delivery and performance by the Seller Group of this Agreement have been duly and validly authorized by all necessary action, including approval of the entire transaction by the requisite vote of Seller's board of managers and members. This Agreement has been duly executed and delivered by Seller and each member of the Seller Group and constitutes a legal, valid and binding agreement of Seller and each member of the Seller Group, enforceable in accordance with its terms, except as its enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

3.3 No Contravention. The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the provisions hereof by Seller does not and as of the Closing Date will not (i) violate any provisions of the articles of organization or operating agreement of Seller or any member of the Seller Group, (ii) conflict with, result in the breach of, or constitute (or with notice or lapse of time or both constitute) a default under, or result in the creation of any Encumbrances upon any of the Assets, or require any authorization, consent, approval, exemption or other action by or notice to any third party, court or other governmental or administrative body, under or with respect to any agreement or other instrument to which Seller or any member of the Seller Group is a party or by which any of the Assets is bound or affected or (iii) violate any laws, regulations,

orders or judgments writs, injunctions, awards, decrees or licenses applicable to Seller or any member of the Seller Group with respect to any of the Assets.

3.4 Title to Assets. Except as set forth on Schedule 3.4 hereto, Seller has good and marketable title to the Assets to be transferred by it to Buyer hereunder, free and clear of any Encumbrances. The bills of sale, assignments, agreements and other arrangements, and other instruments delivered to Buyer by Seller on the Closing Date will be in form and substance sufficient to vest in Buyer, and the transfer to Buyer by Seller of the Assets on the Closing Date will convey to Buyer, good and marketable title to the Assets.

3.5 Ownership of Seller. Schedule 3.5 lists all of the membership interests of Seller and the names of the owners of all membership interests and their percentage ownership of the interests in Seller, as of the date hereof.

3.6 Franchises, Trademarks and Trade Names. Except as set forth on Schedule 3.6 hereto, all trademarks, trade names, service marks, licenses, privileges and other proprietary rights held by Seller, as described in Section 1.1(a) hereto, are owned by Seller and are valid and in good standing. Seller has taken all commercially reasonable action to protect such proprietary rights. Seller has not permitted any other person to use the Trademarks prior to the Closing, and the Trademarks are valid and enforceable trademarks of Seller which are transferable to Buyer hereunder, and confer rights therein throughout the world, other than in China and Hong Kong.

3.7 Litigation. Except as set forth in Schedule 3.7, there are no actions, suits, proceedings or investigations of any nature at law or in equity, pending or, to the knowledge of the members of the Seller Group, threatened against or relating to Seller, or any of the Assets or, to the knowledge of the members of the Seller Group, affecting Seller, the Seller Group or any of the Assets, which seeks to enjoin, prohibit or otherwise challenge the transactions contemplated hereby or which might reasonably result in an adverse effect on the enjoyment and use by Buyer of any of the Assets to be acquired hereunder.

3.8 Solvency. Seller is Solvent and will not be rendered insolvent as a result of the transfer of the Assets from Seller to Buyer or as a result of any of the transactions contemplated hereunder.

3.9 Taxes.

(a) There are no Encumbrances on any of the Assets that arose in connection with any failure (or alleged failure) to pay any Tax, and there is no basis for the imposition of a Tax applicable to, or imposed on, Seller or the members of the Seller Group whether or not the same would result in any Encumbrance.

(b) Seller is not, and has never been required under the laws of the State of New York to charge and collect a sales and use tax in connection with the conduct of its business in the State of New York, and no sales and use tax report or return has ever been filed by Seller with the New York State Department of Taxation and Finance for any period since its inception.

3.10 Bulk Sales. To the knowledge of Seller, the bulk sales laws of the jurisdiction in which Seller conducts business are not applicable to the transactions contemplated hereby, and Buyer shall have no liability for failure of Seller to comply with any applicable bulk sales laws. Any Tax resulting from the sale of the Assets contemplated hereby shall in all events be the responsibility of Seller and the Seller Group. Since its inception, Seller has conducted its business solely in the State of New York.

4. Representations and Warranties of Buyer. Buyer represents, warrants and covenants to the Seller Group that:

4.1 Organization and Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Jersey, with full limited liability company right, power and authority to enter into and perform and do all things contemplated under this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement.

4.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate action, including approval of the entire transaction by the requisite vote of the board of managers of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding agreement of Buyer, enforceable in accordance with its terms, except as its enforceability may be limited by bankruptcy, insolvency, moratorium or other laws relating to or affecting creditors' rights generally and the exercise of judicial discretion in accordance with general equitable principles.

4.3 No Contravention. The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the provisions hereof by Buyer do not (i) violate any provisions of the articles of organization or operating agreement of Buyer, (ii) conflict with, result in the breach of, or constitute a default under, or require any authorization, consent, approval, exemption or other action by or notice to any third party, court or other governmental or administrative body, under the provisions of any agreement or other instrument to which Buyer is a party or by which the property of Buyer is bound or affected that has not been obtained or (iii) violate any laws, regulations, orders or judgments applicable to Buyer.

4.4 Ownership of Buyer. Schedule 4.4 lists all of the membership interests of Buyer and the names of the owners of all membership interests and their percentage ownership of the interests in Buyer, as of the date hereof.

5. Conditions Precedent to the Obligations of the Parties. The obligations of the parties under this Agreement are subject to the satisfaction on or prior to the Closing Date of each of the following express conditions precedent, except such conditions as may be waived by the party to which the obligation is owed on or prior to the Closing.

5.1 Delivery of Instruments of Conveyance and Transfer. Buyer shall have received the instruments and other documents required to be delivered to it pursuant to Sections 2.3(a) and (b) hereof.



5.2 Accuracy of Representations and Warranties. The representations and warranties made herein (and in any document, including any Schedules hereto, delivered in connection herewith) by each party shall be true and correct as of the Closing Date.

5.3 Compliance with Agreement. All of the terms, covenants and conditions of this Agreement to be performed or complied with by Buyer and the members of the Seller Group on or prior to the Closing Date shall have been duly performed or complied with.

5.4 No Obstructive Proceeding. (i) No action or proceeding shall have been instituted against any of the parties to this Agreement before any court or any governmental department, agency or commission to restrain or prohibit, or to obtain substantial damages in respect of, this Agreement or the consummation of the transactions contemplated hereby; and (ii) no action or proceeding shall have been instituted against, and no order, decree or judgment of any court, agency, commission or governmental authority shall be existing against, any of the parties which would render it unlawful, as of the Closing Date, to effect the transactions contemplated hereunder in accordance with the terms hereof or would affect, as of the Closing Date, the validity of this Agreement.

5.5 Authorization. Each party shall have received certified copies of all the respective actions taken by the other party authorizing and approving the execution and delivery of this Agreement, and the consummation of the transactions contemplated thereunder.

5.6 No Material Adverse Change. There shall have occurred no material adverse change in the assets or condition (financial or otherwise), results of operations, employee, customer or supplier relations or business activities of Seller, nor do the members of the Seller Group know of any such change which is threatened, nor has there been any damage, destruction or loss materially adversely affecting any of Assets, or the business condition (financial or otherwise), results of operations, prospects or activities of Seller, whether or not covered by insurance.

5.7 Note. Buyer shall have delivered to Seller, in accordance with Section 2.4(a)(ii) hereof, the Note.

5.8 Buyer Related Guaranty. Harvey Ross shall have delivered to Seller and the Seller Group, in accordance with Section 2.4(a)(ii) hereof, the Guaranty, as security for the payment of the Note and the other obligations of Buyer hereunder.

5.9 Seller Related Guaranty. Arnie Goldstein shall have delivered to Buyer personal guaranty, as security for the other obligations of Buyer hereunder, substantially in the form annexed hereto as Exhibit C hereto.

5.10 Escrow Agreement. Seller and the Seller Group shall escrow \$25,000 of the Closing Cash Payment with Buyer's counsel at Closing ("Escrow") pending the release of the Security Interests (as defined in the Escrow Agreement) in accordance with the terms and provisions of the Escrow Agreement annexed hereto as Exhibit D (the "Escrow Agreement"). Upon receipt of the release of any of the Security Interests, in accordance with the Escrow Agreement, Buyer's counsel shall release the amount in Escrow set forth in the Escrow

Agreement, including any interest thereon to Seller for the benefit of the members of the Seller Group within two (2) business days of its receipt thereof.

5.11 Bill of Sale. Buyer and Seller shall have each executed and delivered to the other a bill of sale, in form and substance satisfactory to both parties.

5.12 License. Seller shall have delivered to Buyer a license agreement, a form of which is annexed as Schedule 5.12 granting Buyer U.S. rights to use and exploit the rights to the names and trademarks for CB Serial No. 78/669,779 and CB SPORTS Serial No. 78/669,803 including all substantial rights therein under such applicable common and statutory U.S. law.

6. Brokers. Each of Buyer on the one hand and the Seller Group on the other, represents and warrants to the other that it has not engaged a broker or finder in connection with this Agreement and the transactions contemplated herein or any aspect thereof. Each party agrees to indemnify and hold the other harmless from any and all loss, cost, liability, damage and expense (including reasonable legal and other expenses incident thereto) in respect of any claim for a broker's or finder's fee or commission or similar payment by virtue of any alleged agreements, arrangements or understandings with the indemnifying party. Notwithstanding any other provision of this Agreement, the representations, warranties and covenants contained in this Section 6 shall survive the Closing Date without limitation.

7. Survival and Indemnification.

(a) Except as otherwise provided herein, the several representations, warranties, covenants (including post-closing covenants), and agreements of the parties contained in this Agreement (or in any document delivered in connection herewith) shall be deemed to have been made on the Closing Date, shall be deemed to be material and to have been relied upon by Buyer and the Seller Group notwithstanding any investigation made by Buyer or members of the Seller Group, shall survive the Closing Date and shall remain operative and in full force and effect for a period of two years following the Closing Date; provided, however, that the representations and warranties relating to (i) Taxes shall survive and remain in full force and effect until the latest to occur of (x) three years from the date of the last filing of a Tax Return covering all Taxes relating to all periods prior to the Closing Date, or (y) the expiration of the applicable statute of limitations, and (ii) title to Assets set forth in Section 3.4 hereof shall survive indefinitely; and provided, further, that the respective, covenants and agreements of Buyer and the Seller Group contained in Sections 6, 7 and 9 hereof shall continue without any time limitation.

(b) Seller and each of the members of the Seller Group, jointly and severally, shall indemnify and hold Buyer and its affiliates and their respective officers, directors, managers, members, stockholders, employees, agents and successors and assigns harmless from and against (i) any and all loss, cost, liability, damage and expense (including legal fees, expert costs and other expenses incident thereto) (each a "Loss" and, collectively, "Losses") arising out of or resulting from any inaccuracy, misrepresentation or breach or non-fulfillment of any representation, warranty, covenant or agreement of Seller and any member of the Seller Group under this Agreement or any document delivered to Buyer in connection

herewith, (ii) any and all liabilities and obligations of Seller and the members of the Seller Group (other than the obligations arising after the Closing Date) of any nature whatsoever, whether accrued, absolute, fixed, contingent, or otherwise known or unknown to Seller and any member of the Seller Group, including, but not limited to, Losses with respect to any liability of Seller and any member of the Seller Group deemed to have been assumed by Buyer by virtue of common law, statute or regulation or failure to comply therewith, which liability Buyer has not expressly agreed to assume hereunder, including without limitation, Bulk Transfer Laws in effect in the State of New York; (iii) any liability or obligation for Taxes, whether or not accrued, assessed or currently due and payable, including without limitation any liability for Taxes (a) of the members of the Seller Group, whether or not it relates to the operation of Seller's business, (b) arising from the operation of Seller's business or the ownership of the Assets on or prior to the Closing Date or (c) arising out of the consummation of the transactions contemplated hereby (for purposes of this Section 7(b), all personal property Taxes and similar ad valorem obligations levied with respect to the Assets for a Tax period that includes (but does not end on) the Closing Date shall be apportioned between Seller and Buyer based upon the number of days of such period included in the Tax period before (and including) the Closing Date and the number of days of such Tax period after the Closing Date), (iv) any Loss with respect to the failure by Seller or any member of the Seller Group to obtain any third party consents required to effect the transactions contemplated by this Agreement, and (v) all claims, actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including, without limitation, any legal fees and expenses, incident to any of the foregoing.

(c) Buyer shall indemnify and hold Seller and the members of the Seller Group, and each of their respective affiliates, officers, directors, stockholders, members, managers, employees, agents and successors and assigns, harmless from and against (i) any and all Losses arising out of or resulting from any inaccuracy, misrepresentation or breach or non-fulfillment of any covenant or agreement of Buyer under this Agreement or any document delivered by Buyer to Seller in connection herewith, (ii) any and all Losses arising out of or in connection with the ownership or operation of the Assets with respect to periods after the Closing Date, and (iii) all claims, actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including, without limitation, any legal fees and expenses, incident to any of the foregoing.

(d) The indemnity agreements in this Section 7 shall be in addition to any other indemnity obligations any party may have to another party pursuant to any other provision of this Agreement and to any liability which any party may incur to another party and shall not foreclose any other rights or remedies any party may have to enforce the provisions of this Agreement.

(e) The following indemnification procedure shall apply to the foregoing agreements:

(i) The party who is seeking indemnification (the "Claimant") for a Loss shall give written notice (in accordance with the other provisions of this Agreement) to the party from whom indemnification is sought (the "Indemnitor") promptly after the Claimant learns of the claim or proceeding, *provided*, that the failure to give such notice shall not

relieve the Indemnitor of its obligations hereunder except to the extent it is actually damaged thereby.

(ii) With respect to any third-party claims or proceedings as to which the Claimant is entitled to indemnification, the Indemnitor shall have the right to select and employ counsel of its own choosing to defend against any such claim or proceeding, to assume control of the defense of such claim or proceeding, and (subject to the last sentence of this Section 7(e)(ii)) to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor. The parties will fully cooperate in any such action, and shall make available to each other any books or records useful for the defense of any such claim or proceeding. The Claimant may elect to participate in the defense of any such third party claim, and may, at its sole expense, retain separate counsel in connection therewith. Notwithstanding the foregoing, (i) the Claimant shall not settle or compromise any such third party claim without the prior written consent of the Indemnitor and (ii) the Indemnitor shall not settle or compromise any such third party claim without the prior written consent of the Claimant, *provided*, that, in each case, consent shall not be unreasonably withheld.

(f) The obligations of Seller and the members of the Seller Group pursuant to the provisions of this Section 7 are subject to the following limitations:

(i) The members of the Seller Group shall not be liable to Buyer under this Section 7 until the Losses incurred exceed \$9,000 in the aggregate, at which time the Seller Group shall be obligated to indemnify the Buyer for all Losses including the original \$9,000; and

(ii) Buyer shall not be entitled to recover from the members of the Seller Group under this Section 7 in excess of the aggregate amount of the Purchase Price paid to the Seller for the benefit of the Seller Group.

(g) Buyer's obligations pursuant to the provisions of this Section 7 are subject to the following limitations:

(i) Buyer shall not be liable to the Seller Group under this Section 7 until liabilities incurred exceed \$9,000 in the aggregate, at which time the Buyer shall be obligated to indemnify the Seller Group for all Losses including the original \$9,000; and

(ii) The Seller Group shall not be entitled to recover from Buyer under this Section 7 in excess of the aggregate amount of the Purchase Price paid to Seller for the benefit of the Seller Group by Buyer.

8. Effect of Claims.

(a) Initial Claim Period. If within six months from the Closing Date any Claim (as defined Section 8(f) below) by the Buyer contesting Buyer's right to manufacture and export from China, and such Claim is not cured by Seller or the Seller Group within sixty (60) days of the notice thereof ("Initial Claim Period");

(i) Buyer shall not be required to pay, and Seller shall not be entitled to receive, the principal amount of the Note, and the Note will automatically be deemed null and void, and

(ii) Buyer shall have the option until one year after the Closing Date to rescind the sale of the Assets (including the Trademarks) contemplated hereunder ("Rescission Option").

(b) Final Claim Period. If between the expiration of the Initial Claim Period and the one year anniversary of the Closing Date, any Claim (as defined Section 8(f) below) is received (and notice is properly given to Seller) by the Buyer contesting Buyer's right to manufacture and export from China, and such claim is not cured by Seller or the Seller Group within sixty (60) days of the notice thereof ("Final Claim Period"), Buyer shall have the right to:

(i) demand that Seller return to Buyer, and Buyer shall be required to return to Seller, paid pursuant to Section 2.4 (a)(ii) (totaling one-half of the Purchase Price), and

(ii) Buyer shall have the right to exercise the Rescission Option.

(c) Exercise of Rescission Option. If Buyer exercises the Rescission Option under Sections 8(a)(ii) or 8(b)(ii) of this Agreement, exercisable by written notice delivered to Seller, Seller shall be entitled to retain one-half of the Closing Cash Payment of but will return to Buyer any other Purchase Price monies received by Seller and all ownership, title and interest in the in the Assets, including but not limited to the Trademarks, shall revert back to, and be owned by, Seller.

(d) Limitation on Sales. From the Closing Date to the expiration of the Final Claim Period, Buyer, its affiliates, licensees and any others acting in consort therewith shall use the Trademark on merchandise that is in the high-end product range and shall not permit or authorize use of the Trademarks on merchandise sold through, K-Mart, Wal-Mart, Target, Dollar stores, grocery stores or drug stores.

(e) Cancellation of Rights. If Seller provides to Buyer on or before the Final Claim Period: (1) the license between CB SPORTS (HOLDINGS) LTD., a Hong Kong corporation, and its Chinese licensee that, to Buyers reasonable satisfaction, does not conflict with Buyer's right to manufacture and export from China Trademarked merchandise, or (2) a license to manufacture in China for export only, which is granted by the party having such rights (being either CB Sports or the China licensee); and (2) an addendum to the Trademark Assignment Agreement dated as of March 15, 2005, by and between CB SPORTS (HOLDINGS) LTD. and the Seller, in form and substance substantially similar to Exhibit E, the rights and obligations of the parties herein contemplated by this Section 8 shall be terminated and cease to be in full force and effect.

(f) For the purposes of this Section 8, a "Claim" means the assertion of a primary right to the ownership and use (by license or otherwise) of the trademarks listed on Schedule 1.1(a) in the territory or jurisdiction of the Republic of China (including Hong Kong),

the effect of which is to interfere with the orderly manufacture for export only in China (including Hong Kong) of any goods bearing such trademarks listed on Schedule 1.1(a).

9. Covenants After the Closing.

(a) Delivery of Property Received by the Seller Group or Buyer After Closing. Each member of the Seller Group agrees that he or it will transfer or deliver to Buyer, promptly after the receipt thereof, any property which he or it receives after the Closing Date in respect of the Assets transferred or intended to be transferred to Buyer under this Agreement.

(b) Cooperation After the Closing. The parties shall, at any time, and from time to time, after the Closing Date, execute and deliver such further instruments of conveyance and transfer and take such additional action or may be reasonably necessary to effect, consummate, confirm or evidence the transactions contemplated by this Agreement including using their best efforts to obtain any third party consents not obtained as of the Closing Date.

(c) Removal of Encumbrances. Seller agrees to remove the Encumbrances on the Assets listed on Schedule 3.4. Pending the removal of the Encumbrances, Seller and the Seller Group have agreed to the Escrow contemplated by Section 5.10 hereof and the Escrow Agreement and that it will not borrow from Omni Commercial, LLC after the date hereof. Seller and each member of the Seller Group also agree to assist Buyer and shall act in good faith in assisting Buyer, all to the extent requested by Buyer, in the removal of any and all Encumbrances whatsoever on any Asset.

(d) Change of Name. As soon as practicable after the Closing Date but not later than sixty (60) days thereafter, Seller shall (a) amend its articles of organization and take all other actions necessary to change its name to one sufficiently dissimilar to its present name and the names of the Trademarks, in Buyer's judgment, to avoid confusion, and (b) take all actions reasonably requested by Buyer to enable Buyer to use Seller's present name referred to herein in any permitted jurisdiction contemplated hereunder and shall forever cease from using such name.

(e) Non-Disparagement. Buyer and the Seller Group agree that neither party shall make any derogatory or disparaging remarks, statements or innuendoes about the other party, or any of their directors, officers, employees, affiliates, products or services through any written or oral statements, gestures, or other forms of communication.

(f) Bill of Sale Law. Buyer hereby waives compliance by Seller with all applicable bulk sales laws.

10. Costs, Expenses, etc. Each of the parties hereto shall bear all costs and expenses incurred by it in connection with this Agreement and in the preparation for and consummation of the transactions provided for herein, and shall not be entitled to any reimbursement therefor from the other party; provided, however, all transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be paid by Seller when due, and Seller will, at the expense of the Seller Group,

file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees, and, if required by applicable law, Buyer will join in the execution of any such Tax Returns and other documentation.

11. Notice of Proceedings. Buyer or the Seller Group as the case may be, will promptly notify the other in writing upon becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the transactions contemplated hereunder, or upon receiving any notice from any governmental department, court, agency or commission of its intention to institute an investigation into, or institute a suit or proceeding to restrain or enjoin the consummation of this Agreement or the transactions contemplated hereby, or to nullify or render ineffective this Agreement or such transactions if consummated.

12. Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed given: (i) in the case of a facsimile transmission, upon the next business day following confirmation of transmission, (ii) in the case of delivery by a standard overnight carrier, upon the date of delivery indicated in the records of such carrier, (iii) in the case of delivery by hand, when delivered by hand, or (iv) in the case of delivery by first class mail, upon the expiration of five business days after the date mailed by registered or certified mail (return receipt requested), addressed to the respective parties at the addresses shown below.

(a) If to Buyer or Ross to:

Yellowstone Brands, LLC  
c/o Ross Holdings, LLC  
3140 Route 33 West  
Somerville, New Jersey 08826  
Fax: ( ) -  
Attn: Harvey Ross

with a copy to (which shall not constitute notice):

Robert P. Shapiro, Esq.  
Shapiro & Croland  
Continental Plaza II  
411 Hackensack Avenue  
Hackensack, N.J. 07601  
Fax: (201) 488-9481

(b) If to Seller to:

CB Apparel LLC/Authentic Lifestyle Products LLC  
c/o Mark Engel  
485-11 South Broadway  
Hicksville, New York 11801

with a copy to (which shall not constitute notice):

Yvan-Claude Pierre, Esq.  
Fulbright & Jaworski L.L.P.  
666 Fifth Avenue  
New York, New York 10103  
Fax: (212) 318-3400

or at such other address as a party shall specify by notice to the other parties.

13. Headings and Entire Agreement. The section and subsection headings do not constitute any part of this Agreement and are inserted herein for convenience of reference only. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes and preempts all prior oral and written understandings and agreements with respect to the subject matter hereof. It may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

14. Public Announcements.

(a) None of the parties hereto shall make any press release or other public statement concerning the matters covered by this Agreement without the approval of the other party hereto, except as in the opinion of counsel for the party making the release or statement is required by law or applicable regulation, and shall in all events permit the other party an opportunity to review any such release or statement prior to dissemination.

(b) Without limiting Section 14 (b), the parties shall keep confidential all of the terms (including the consideration received hereunder) of the transactions contemplated by this Agreement, except (i) as required by applicable law, regulation or legal or judicial proceeding (including any subpoena, civil investigative demand or other similar process), (ii) to the parties attorneys and accountants as reasonably necessary to be disclosed for purposes of preparing Tax Returns for the parties or their affiliates or (iii) as part of any legal proceeding by the Purchaser to enforce its rights hereunder.

15. Waiver. No waiver of a breach of, or default under, any provision of this Agreement shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Agreement.



16. Transferability. The respective rights and obligations of each party hereto shall not be assignable by such party without the written consent of the other parties hereto (and any purported assignment without such written consent shall be void and of no effect); provided, however, that Buyer may assign its rights and obligations under this Agreement to one or more of its affiliates, but this assignment will not relieve Buyer of its obligations hereunder to the extent that an assignee does not perform its obligations. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

18. Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties and their respective successors and permitted assigns any rights or remedies under or by virtue of this Agreement, and no such person shall assert any rights as a third-party beneficiary hereunder.


20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

21. Governing Law. This Agreement is to be governed by and interpreted under the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed, sealed and delivered in its name and on its behalf, all as of the date and year first above written.

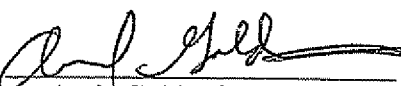
**BUYER**

**YELLOWSTONE BRANDS, LLC**

By:   
Name: Harvey Ross  
Title: Manager


**SELLER**

CB Apparel LLC


By:   
Name: Arnie Goldstein  
Title: Manager

**SELLER GROUP**


Authentic Lifestyle Products LLC


By:   
Name: Arnie Goldstein  
Title: Manager

BKM Holdings LLC

By:   
Name: Mark Engel  
Title: Managing Member


Miles Alexander LLC

By:   
Name: Arnie Goldstein  
Title: Manager

By:   
Steven Schneider

By:   
Mark Engel

AGREED AND ACCEPTED:

  
Harvey Ross

  
Arnie Goldstein

## DISCLOSURE SCHEDULES

The following schedules (each as "Schedule" and together the "Schedules") to the Asset Purchase Agreement (the "Agreement"), dated as of the 18<sup>th</sup> day of January, 2007, by and between Yellowstone Brands, LLC, a New Jersey limited liability company ("Buyer"), CB Apparel LLC, a New York limited liability company ("Seller"), are incorporated by reference in and made a part of the Agreement. Capitalized terms used but not defined in the Schedules have the meanings ascribed thereto in the Agreement.

Where any representation or warranty contained in the Agreement is limited or qualified by the materiality of the matters as to which the representation or warranty are given, the inclusion of any matter in these Schedules does not constitute a determination by Seller that such matters are material.

Information provided in one Schedule shall suffice, without repetition or cross-reference, as a disclosure of such information in any other relevant Schedule if the disclosure in respect of such one Schedule is sufficient on its face without further inquiry reasonably to inform Purchaser of the information required to be disclosed in respect of such Schedule to avoid a misrepresentation under the relevant counterpart Sections of the Agreement.

## **SCHEDULE 1.1**

### **Assets**

#### **1.1(a)– All Registered and Unregistered Trademarks List**

The exhibit will be provided at closing.

#### **1.1(b) – Promotional and Marketing Materials**

Fall 2006 Look Books  
Polaroid preview cards  
Press Clippings and Press Kits

To be shipped on or immediately after closing to Buyer's designated address at Buyer's expense.

#### **1.1(c) – All Records and Files of Seller Relating to Assets**

Copy of CB Apparel LLC, bank statements, vendor invoices, cash receipt activity from factor, customer sales orders, miscellaneous correspondence and CD containing CB Apparel LLC financial records.

Also included are CB files of Mark Engel, minority owner and CB in-house counsel, containing some documents related to CB History, and a legal file.

#### **1.1(d) – Schedule 1.1(d) – List of samples, sketches and other similar matters**

2002 Spec and Line Books  
2003 Spec and Line Book  
2004 Spec and Line Book  
2006 Mid Tear Spec and Line Books  
2006 Spec and Line Sheet Books  
Original CB active wear sketches (cancelled and Etc.)  
Vintage catalogue tear sheets  
Vintage ski magazines  
Press Clippings and Press Kits  
Hangtags, main labels, stickers  
Assorted trims each (zipper pulls etc.)

2006 Apparel-Prototypes and Samples

Women's Tops

Men's Jackets

Women's Jackets

Women's Vests

Women's Sweaters

Men's Tops

Women's Pants

Apparel-Vintage

4 Vintage Men's Jackets

1 Pair Vintage Gloves

1 Pair Vintage Men's Ski Pants

Properties In China

Knit Garment Patterns-In Taiwan 12

Outerwear Patterns 7

To be shipped on or immediately after closing to Buyer's designated address at Buyer's expense.

**1.1(e) URL Address for CB Sport and CB**

All contact information and approvals for transfer of cbsports.com and cbsports email has been provided to Michael Sabino of Yellowstone.

Trademarks Owned By CB Apparel LLC

Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB-802- IB/BY	Belarus	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p>	Pending
CB-803- IB/BY	Belarus	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p> <p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International Class 28.</p>	Pending

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Trademarks Owned By CB Apparel LLC

Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB 802- IB/BG	Bulgaria	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jump suits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p>	Pending
CB 803- IB/BG	Bulgaria	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jump suits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p>	Pending

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Trademarks Owned By CB Apparel LLC

Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB 800-CA	Canada		0580583	03/24/1987	TMAA375, 312	11/09/1990	Ski-wear, namely jackets and shells. Clothing, namely ski-wear, namely jackets and shells. Clothing, namely, jackets for men, women and children, ski jackets for men, women and children, jump suits for men, women and children, pullover shells for men, women and children, zip or snap front shells for men, women and children, parkas and ski parkas for men, women and children, vests for men, women and children, hats for men, women and children, pants for men, women and children, coveralls for men, women and children, bib-type pants for men, women and children.	Registered
CB 802-CA	Canada	CB	1,276,558	10/20/2005			Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefore, ski and snowboarding helmets; all purpose sport bags, all-purpose athletic bags, all-purpose carrying bags; clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax.	Pending
CB 803-CA	Canada	CB SPORTS	1,276,559	10/20/2005			Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefore, ski and snowboarding helmets; all purpose sport bags, all-purpose athletic bags, all-purpose carrying bags; clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, snow skis, snowboards, portable ski carriers, ski bags, ski and	Pending

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Trademarks Owned By CB Apparel LLC

Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB 802- IB/EM	European Community Trade Mark	CB	000862100 Extension of protection of WIPO Application No. 862100	8/16/2005			Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.  All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.  Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.	Pending
CB 803- IB/EM	European Community Trade Mark	CB SPORTS	000862096 Extension of protection of WIPO Application No. 862096	8/16/2005			Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International Class 28.  Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.  All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.  Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.	Pending

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Trademarks Owned By CB Apparel LLC

Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB-802- IB/IS	Iceland	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			<p>Goods</p> <p>poles, ski sticks, ski wax, in International 28.</p> <p>Eyeglasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p>	Pending
CB-803- IB/IS	Iceland	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p> <p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International 28.</p>	Pending

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Trademarks Owned By CB Apparel LLC							Status	
Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date		
CB 802- IB/JP	Japan	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			Goods Eyeglasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9. All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18. Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25. Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International 28.	Pending
CB 803- IB/JP	Japan	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			Goods Eyeglasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9. All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18. Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25. Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International 28.	Pending

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Trademarks Owned By CB Apparel LLC

Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB 802-WIPO	Madrid Protocol (WIPO)	CB		8/16/2005	862100	08/16/2005	<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jump suits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p> <p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International 28.</p>	Registered
CB 803-WIPO	Madrid Protocol (WIPO)	CB SPORTS		8/16/2005	862096	08/16/2005	<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jump suits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p> <p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International 28.</p>	Registered

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Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB 802- IB/NO	Norway	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.  Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.	Pending
CB 803- IB/NO	Norway	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International Class 28.  Eyeglasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.  All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.  Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.	Pending

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Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB 802- IB/RO	Romania	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.  Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.	Pending
CB 803- IB/RO	Romania	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			Eyeglasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.  All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.  Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.	Pending
							Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax., in International 28.	

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Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB 802- IB/RU	Russian Federation	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			<p>Eyeglasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p>	Pending
CB 803- IB/RU	Russian Federation	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			<p>Eyeglasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p> <p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International 28.</p>	Pending

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Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB-802- IB/CH	Switzerland	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			<p>Goods</p> <p>Eyeglasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p>	Pending
CB-803- IB/CH	Switzerland	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p> <p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International 28.</p>	Pending

Trademarks Owned By CB Apparel LLC

Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB-802- IB/TR	Turkey	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p>	Pending
CB 803- IB/TR	Turkey	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p> <p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International Class 28.</p>	Pending

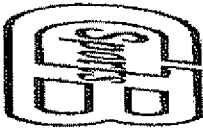
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Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB-802- IB/UA	Ukraine	CB	Extension of protection of WIPO Application No. 862100	8/16/2005			<p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p>	Pending
CB-803- IB/UA	Ukraine	CB SPORTS	Extension of protection of WIPO Application No. 862096	8/16/2005			<p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts thereof, ski covers, ski poles, ski sticks, ski wax, in International 28.</p> <p>Eye-glasses, ski glasses, ski goggles, snowboarding glasses, snowboarding goggles, and parts and accessories therefor, ski and snowboarding helmets, in International Class 9.</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18.</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25.</p> <p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts thereof, ski covers, ski poles, ski sticks, ski wax, in International 28.</p>	Pending

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Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB 800-US	USA		76/477,327	12/20/2002	2,816,472	02/24/2004	Clothing, namely, jackets; ski jackets; jumpsuits; pullover shells; zip or snap front shells; parkas; ski parkas; vests; headwear; pants; coveralls; bib-type pants, in International Class 25.	Registered
CB 801-US	USA	CB	73/443,050	09/09/1983	1,324,683	03/12/1985	Clothing-namely, jackets for men, women and children, ski jackets for men, women and children, jump suits for men, women and children, pullover shells for men, women and children, zip or snap front shells for men, women and children, parkas and ski parkas for men, women and children, vests for men, women and children, hats for men, women and children, pants for men, women and children, coveralls for men, women and children, bib-type pants for men, women and children, in International Class 25.	Registered
CB 802-US	USA	CB	78/669,779	07/13/2005			Ski and snowboarding helmets, in International Class 9; All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18;  Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mittlers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25;  Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, International Class: 028.	Pending

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Case Ref.	Country	Mark	App. No.	Date Filed	Reg. No.	Reg. Date	Goods	Status
CB 803-US	USA	CB SPORTS	78/669,803	07/13/2005			<p>Ski and snowboarding helmets, in International Class 9;</p> <p>All purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, in International Class 18;</p> <p>Clothing, footwear and headgear, namely, shirts, T-shirts, sweatshirts, vests, pants, socks, undergarments, thermal underwear, coveralls, coats, jackets, parkas, rainwear, ear muffs, gloves, mufflers, scarves, caps, hats, head bands, ski boots, ski boot bags, ski gloves, ski masks, ski pants, ski suits, ski wear, ski bibs, ski jackets, ski parkas, jumpsuits, zip or snap front shells, bib type pants, snow pants, snow suits, snowboard boots, snowboard gloves, insulated pants, shell pants, ski and snowboard shoes and parts thereof, in International Class 25;</p> <p>Snow skis, snowboards, portable ski carriers, ski bags, ski and snowboard bindings and parts therefore, ski covers, ski poles, ski sticks, ski wax, in International Class 28.</p>	Pending

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**SCHEDULE 3.4**

**Title to Assets**

Encumbrances:

- 1) Recorded security interests of record in favor of Marine Midland Business Loans, Inc. (Reel/Frame At 0550/0001), recorded January 20, 1987, against registered trademarks CB and CB Sports and security interest in favor of Marine Midland Business Loans, Inc., (Reel/Frame At 0735/0238) recorded August 27, 1990.
- 2) a security interest of record in favor of Omni Commercial LLC against Seller.

**SCHEDULE 3.5**

**Ownership of Seller**

Authentic Lifestyle Products, LLC 25%

Members: Arnie Goldstein, Walter Goldstein, Gary Goldstein, Karen Castles Gray, Bruce Goldman and Robert Goldstein

Miles Alexander LLC 25%

Members: Arnie Goldstein and Karen Castles Gray

Steven Schneider 25%

BKM Apparel LLC 24%

Members: Mark Engel, Ken Lazar, Robert Goldstein, Miles Alexander LLC, Authentic Lifestyle Products LLC.

Mark Engel 1%

**SCHEDULE 3.6**

**Franchises, Trademarks and Trade Names**

Both the CB and CB SPORTS CTM applications were opposed by Christian Birkenstock based on his German registrations for CB FOOTBED COMFORT (Reg. No. 301 40 307) and CB (Stylized) (Reg. No. 300 19 189.8). The opposition numbers are B1036658 for CB and B1037102 for CB SPORTS.



**SCHEDULE 3.7**

**Litigation**

None.

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**SCHEDULE 4.4**

**Ownership of Buyer**

Ross Holdings, LLC  
Mitchell Barkley  
Gary Podhaizer  
Sergio Cereda

**SCHEDULE 5.12**

**License and Assignment Agreement between CB and Yellowstone**

See attached.

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