

## 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
Cloudveil Mountain Works, Inc.		02/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spyder Active Sports, Inc.		
Street Address:	4725 Walnut Street		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76185996	CLOUDVEIL	
Serial Number:	75347162	CLOUDVEIL MOUNTAIN WORKS	
Serial Number:	75346837		
CORRESPONDENCE DATA			
Fax Number:	(303)473-2720		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	303-473-2865		
Email:	docket@hollandhart.com		
Correspondent Name:	Ester Martin Maillaro		
Address Line 1:	555 17th Street, Suite 3200		
Address Line 2:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	19767.0298 CLOUDVEIL		
NAME OF SUBMITTER:	Ester Martin Maillaro		

OP \$90.00 76185996

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TRADEMARK  
REEL: 003737 FRAME: 0854

Signature:

/Ester Martin Maillaro/

Date:

03/12/2008

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of February 1, 2008, is made by and between CLOUDVEIL MOUNTAIN WORKS, INC., a Delaware corporation ("Assignor"), and SPYDER ACTIVE SPORTS, INC., a Colorado corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignee has agreed to purchase all of Assignor's right, title and interest in and to the Purchased Intellectual Property and assume all Assumed Liabilities of Seller in connection therewith; and

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the representations, warranties and covenants contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of this Assignment, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, and Assignee purchases from Assignor, all of Assignor's right, title and interest in and to the Purchased Intellectual Property, including, without limitation, the Intellectual Property set forth on Exhibit A attached hereto.

2. Cooperation and Recordation. Assignor shall cooperate with Assignee and its successors and assigns as reasonably necessary to give full effect to this Assignment and to perfect the rights of Assignee in the Purchased Intellectual Property. Without limiting the foregoing, Assignor shall execute and deliver such other documents and take all such other actions as Assignee and/or its successors and assigns may reasonably request to effect the terms of this Assignment, including, without limitation, the execution and delivery of any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment. Assignor acknowledges that Assignee or its assigns may record this Assignment in the United States Patent and Trademark Office and such other offices foreign to the United States as Assignee deems necessary, and Assignee shall be responsible for all expenses and costs associated therewith.

3. No Rights in Third Parties. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than Assignor and Assignee and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

4. Terms of Asset Purchase Agreement. This Assignment shall be interpreted in accordance with the terms and subject to the conditions set forth in the

Asset Purchase Agreement, which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, other than such laws, rules, regulations and case law that would require the application of the law of a state other than the State of Delaware.

7. Counterparts. This Assignment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this Assignment by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Assignment.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR:**

CLOUDVEIL MOUNTAIN WORKS, INC.

By: *A. J. Labady*  
Name: *ANDREW LABADY*  
Title: *V.P. Secretary*

**ASSIGNEE:**

SPYDER ACTIVE SPORTS, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.


**ASSIGNOR:**

CLOUDVEIL MOUNTAIN WORKS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

SPYDER ACTIVE SPORTS, INC.

By:  \_\_\_\_\_  
Name: B. Jake Jacobs  
Title: CEO

**Exhibit A**

**Purchased Intellectual Property**

**Registered Marks**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>
CLOUDVEIL	Australia	1094172
CLOUDVEIL	Benelux	1095483
CLOUDVEIL	Canada	1284784
CLOUDVEIL	China	5414590*
CLOUDVEIL	European Community**	4814208
CLOUDVEIL	Hong Kong	300558171
CLOUDVEIL	Japan	H09-170151
CLOUDVEIL	Japan	2006-000036
CLOUDVEIL	Russia	2006700450*
CLOUDVEIL	South Korea	40-2006-6921*
CLOUDVEIL	Taiwan	94-63328*
CLOUDVEIL	United States	76/185996 (Section 8 and 15 Declarations filed on December 21, 2007 and accepted by the USPTO on January 5, 2008).
CLOUDVEIL & CMW design & Chinese Characters	Taiwan	94-51264*
CLOUDVEIL MOUNTAIN WORKS	Australia	1097133
CLOUDVEIL MOUNTAIN WORKS	Canada	1287170
CLOUDVEIL MOUNTAIN WORKS	China	5214588*
CLOUDVEIL MOUNTAIN WORKS	European Community**	4857033
CLOUDVEIL MOUNTAIN WORKS	Hong Kong	300572652
CLOUDVEIL MOUNTAIN WORKS	Japan	2006-5371
CLOUDVEIL MOUNTAIN WORKS	Russia	2006701293*

Mark	Country	Serial No.
CLOUDVEIL MOUNTAIN WORKS	South Korea	40-2006-4335*
CLOUDVEIL MOUNTAIN WORKS	Taiwan	95-4293*
CLOUDVEIL MOUNTAIN WORKS	United States	75/347162
CMW Design	Australia	1094171
CMW Design	Canada	1284783
CMW Design	China	5214589*
CMW Design	European Community**	4814232
CMW Design	Hong Kong	300558180
CMW Design	Japan	H09-170152
CMW Design	Japan	2006-000037
CMW Design	Russia	2006700451*
CMW Design	South Korea	40-2006-3994*
CMW Design	Taiwan	94-63329*
CMW Design	United States	75/346837

\*Awaiting confirmation of recordation of assignment from Fila to Seller.

\*\* European Community trademarks cover the following countries: Ireland, Hungary, Greece, France, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Slovakia, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovenia, Spain, Sweden, and United Kingdom.

#### Other Material Marks

All unregistered common law trademarks and service marks used in connection with Seller's business.

#### Domain Names

1. cloudveil.net
2. cloudveil.co.nz
3. cloudveil.tw
4. cloudveil.de
5. cloudveil.cn
6. filamountain.net



7. cloudveil.co.uk
8. cloudveilgolf.com
9. themountainculture.com
10. cloudveil8x.com
11. cloudveil.com
12. cloudveifishing.com

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