

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skylark Sport Marketing Corporation		04/04/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Prana Living, LLC
Street Address:	3275 Corporate View
City:	Vista
State/Country:	CALIFORNIA
Postal Code:	92801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2946240	BORN FROM THE EXPERIENCE
Serial Number:	77149179	ECOFLO
Serial Number:	77151647	ECOFLO
Serial Number:	77149447	ECOFLO
Serial Number:	77151674	ECOFLO
Registration Number:	2003284	
Registration Number:	2946253	
Serial Number:	78313306	PRANA
Registration Number:	2677150	PRANA
Serial Number:	77287809	PRANA
Registration Number:	2569537	PRANA
Registration Number:	3366571	PRANA
Registration Number:	1803298	PRANA
Serial Number:	78778381	PRANA

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Serial Number:	78842958	PRANA
Registration Number:	2639255	PRANA
Serial Number:	78954057	PRANA
Serial Number:	78954051	PRANA
Serial Number:	78954050	PRANA
Registration Number:	3300112	SCAPEGOAT
Registration Number:	3303830	
Registration Number:	3351204	TECHNICALLY CORRECT : ALWAYS APPROPRIATE
Registration Number:	3374178	VIANA

CORRESPONDENCE DATA

Fax Number: (858)550-6420

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

Phone: (858) 550-6000

Email: trademarks@cooley.com

Correspondent Name: Steve Tietsworth/Cooley Godward Kronish

Address Line 1: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121-1909

NAME OF SUBMITTER:	Steve Tietsworth
Signature:	/Steve Tietsworth, Esq./
Date:	05/21/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 4, 2008, is made by SKYLARK SPORT MARKETING CORPORATION, a California corporation ("Assignor"), having an address at 3275 Corporate View, Vista, California 92801, in favor of PRANA LIVING, LLC, a Delaware limited liability company ("Assignee"), having an address at 3275 Corporate View, Vista, California 92801.

WITNESSETH:

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said trademarks (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to acquire all right title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby assign, sell, transfer and convey, free and clear of any Liens, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks throughout the world, including, without limitation, all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, as well as the right to sue and to collect all damages and payments for claims of past, present and future infringement or misappropriation thereof and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the registered Trademarks.

2. Assignor hereby constitutes and appoints Assignee and its successors and assigns the true and lawful attorney and attorneys of Assignor, with full power of substitution, for Assignor and in its name and stead, or otherwise, by or on behalf and for the benefit of Assignee, its successors and assigns, at Assignee's sole cost and expense, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in Section 1 hereof, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Trademarks and to do any and all such acts and things in relation thereto as Assignee. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor

Schedule A

Trademarks

United States

Mark	Status	Registration No./ Application No.	Registration Date/ Application Date	Class
BORN FROM THE EXPERIENCE	Registered	2946240	5/3/2005	25 28
ECOFLO	Filed; Allowed	77149179	4/5/2007	25
ECOFLO	Filed; Allowed	77151647	4/9/2007	24
ECOFLO Logo	Filed; Allowed	77149447	4/5/2007	25
ECOFLO Logo	Filed; Allowed	77151674	4/9/2007	24
HORNS Design	Registered	2003284	9/24/1996	25
HORNS Design	Registered	2946253	5/3/2005	25
PEACE	Abandoned	77085700	1/18/2007	32
PRANA	Filed; Allowed	78313306	10/14/2003	9 16
PRANA	Registered	2677150	1/21/2003	18 27 28
PRANA	Filed; Published	77287809	9/25/2007	35
PRANA	Registered	2569537	5/14/2002	25 28
PRANA	Registered	3366571	1/8/2008	41
PRANA	Registered	1803298	11/9/1993	25

Mark	Status	Registration No./ Application No.	Registration Date/ Application Date	Class
PRANA	Canceled	2,967,312	7/12/2005	29 30 32
PRANA	Filed; Allowed	78778381	12/21/2005	25
PRANA	Filed; Allowed	78842958	3/22/2006	16 35 40 41
PRANA (Design w/horns)	Registered	2639255	10/22/2002	25
PRANA and design	Filed; Allowed	78954057	8/17/2006	32
PRANA and design	Filed; Allowed	78954051	8/17/2006	29
PRANA Horns Design	Filed; Allowed	78954050	8/17/2006	30
SCAPEGOAT	Registered	3300112	9/25/2007	18 25
SCAPEGOAT Logo	Registered	3303830	10/2/2007	18 25
TECHNICALLY CORRECT : ALWAYS APPROPRIATE	Registered	3351204	12/11/2007	18 25
VIANA	Registered	3374178	1/22/2008	24

in any manner or for any reason.

3. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

4. This Assignment shall supersede any other Assignment previously executed by Assignor or Assignee regarding the Trademarks.

5. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:
SKYLARK SPORT MARKETING CORPORATION

By: 

Name: Nick Rubino
Title: Vice President -
General Counsel and Secretary

ASSIGNEE:
PRANA LIVING, LLC

By: 

Name: JEFFREY THEODOSAKIS
Title: PRESIDENT

[Signature Page to Trademark Assignment]