

08-22-2008

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To the Director of the U. S. Patent and Trademark Office. Please return this document to the new address(es) below.

1. Name of conveying party(ies):

BOUNCE, INC.

- Individual(s)
- General Partnership
- Corporation- State: COLORADO
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) MARCH 19, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VIP PRODUCTS, LLC

Internal

Address: SUITE 121

Street Address: 16515 S. 40TH STREET

City: PHOENIX

State: AZ

Country: USA Zip: 85048

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,558,243

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TUFFY

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: DAVID G. BRAY, ESQ.

Internal Address: SUITE 200

Street Address: 2901 N. CENTRAL AVENUE

City: PHOENIX

State: AZ Zip: 85012-2705

Phone Number: (602) 285-5000

Fax Number: (602) 285-5100

Email Address: david.bray@mwmf.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date 08/21/2008 08/21/2009
- b. Deposit Account Number 80000076 1558243
Authorized User Name _____

9. Signature: [Signature]

Signature

8-18-08

Date

DAVID G. BRAY, ESQ.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003840 FRAME: 0055

80.12.8

TRADEMARK AGREEMENT AND ASSIGNMENT

This is an Assignment (this "Assignment") by Bounce, Inc. ("ASSIGNOR"), a Colorado Corporation having an address of 16191-D Table Mountain Parkway, Golden, CO 80403 to VIP Products, LLC ("ASSIGNEE"), an Arizona Limited Liability Company having an address of 16515 S 40th Street, Suite 121, Phoenix, AZ 85048 (collectively, the "PARTIES").

WHEREAS, ASSIGNOR is the owner of the U.S. Trademark Registration Number 1,558,243 (the "Registration") for the mark "TUFFY" (~~the "Registration" and (the "Mark")~~) and is desirous of assigning ~~the Mark~~ to ASSIGNEE ~~to include any and all rights in and to the Mark and Registration;~~

WHEREAS, ~~except as set forth herein,~~ the ASSIGNOR makes no representations or warranties whatsoever as to the validity and enforceability of the Registration and the Mark, and, ~~except as set forth herein,~~ further makes no representations or warranties as to the validity or enforceability of any and all common law rights that ASSIGNOR may have in the Mark;

WHEREAS, ASSIGNEE is desirous of acquiring all of ASSIGNOR'S right, title and interest in the Mark, the Registration and any and all other trademark rights associated with the Mark, and ASSIGNEE accepts this Assignment subject to the conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration in the amount of \$15,000.00 US dollars, the receipt and sufficiency of which are hereby acknowledged:

ASSIGNOR does hereby assign, transfer and set over to ASSIGNEE all of ASSIGNOR's right, title and interest of any kind in and to the Mark and Registration, if any such right, title and interest exist, together with: (i) the goodwill of the business symbolized by the Mark; (ii) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Mark; (iii) all rights to sue for past, present and future infringements or

misappropriations of the Mark; and (iv) and all other corresponding rights that are or may be secured under the laws of any countries, 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 further agrees to execute the Statement Of Trademark Assignment ("Statement") attached as Exhibit "A" hereto, which Statement Assignee will file with the United States Patent and Trademark Office.

ASSIGNOR hereby represents and warrants as follows:

(a) ASSIGNOR is a corporation duly registered and validly existing under the laws of the state of Colorado;

(b) ASSIGNOR has no actual knowledge of any ~~There is no~~ litigation or any other dispute, threatened or filed, arising from or relating to ASSIGNOR'S use of the Mark;

(c) ASSIGNOR has obtained full corporate authority and all consents and approvals necessary to execute and perform this Assignment; and

(d) ~~ASSIGNOR will not engage in any action detrimental to the validity of the Mark after the completion of the assignment contemplated herein.~~ ASSIGNOR will not file any cancellation action challenging the Registration.

(e) ~~ASSIGNOR will not challenge ASSIGNEE'S claim to the Mark or Registration.~~

The PARTIES hereby agree: (i) this Assignment shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the substantive laws of the State of Arizona, without reference to conflict of law principles; and (ii) any action brought to interpret, enforce, or construe any provision of this Assignment, or to declare the rights of the PARTIES, shall be commenced and maintained (without transfer or removal) in the Superior Court of the State of Arizona in and for the County of Maricopa (the "Court"), and the PARTIES irrevocably consent to exclusive jurisdiction and venue in the Court for such purposes and agree not to seek transfer or removal of any action commenced in accordance with this paragraph.

The PARTIES have executed this Agreement effective as of the Effective Date set forth below:

ASSIGNOR:

Bonace, Inc., a Colorado corporation

By: 

Name: Joseph P. Markham

Title: President

ASSIGNEE:

VIP Products, LLC, an Arizona limited liability company

By: 

Name:

Title:

Effective Date: MARCH 19, 2008

TODD A. BAXTER
GARY L. BIRNBAUM
FREDDA J. BISMAN
JAMES T. BRASELTON
DAVID G. BRAY
ROBERT C. BROWN
DAVID V. BURKETT
J. GREGORY CAHILL
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SPENCER W. CASHDAN
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PAUL V. WENTWORTH

(OF COUNSEL)
(OF COUNSEL)
(OF COUNSEL)

LAW OFFICES

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E-MAIL: pat.morgan@mwmf.com
OUR FILE NO. 15644-2

August 18, 2008

Record 1 of 2

FEDERAL EXPRESS

Mail Stop Assignment Recordation Services
Director of the USPTO
2900 Crystal Drive - Suite 9C10
Arlington, Virginia 22202

Re: Mark: TUFFY
Reg. No.: 1,558,243


Dear Sir:

Enclosed are the following documents with regard to the above-referenced mark:

- Recordation Form Cover Sheet
- Trademark Agreement and Assignment
- Self-addressed and stamped post card
- Check in the amount of \$40.00

Please call me if you have any questions.

Very truly yours,


Patricia J. Morgan, CLA
Paralegal to David G. Bray

pjm
Enclosures
cc: David G. Bray, Esq.
MARK\VIP-PRODUCTS\LP-RECORD-TM-AG

RECORDED: 08/21/2008

TRADEMARK
REEL: 003840 FRAME: 0059