Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/30/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jas. D. Easton, Inc.		02/17/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Jas. D. Easton, Inc.	
Street Address:	5040 West Harold Gatty Drive	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84116	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2908103	ST
Registration Number:	2908102	SLIM ST TECH
Registration Number:	2908101	HIT
Registration Number:	3043365	HIT
Registration Number:	3043364	AXIS
Registration Number:	3303488	FUSE
Registration Number:	3414871	
Registration Number:	2775288	CAM&1/2
Registration Number:	2688830	JAZZ

CORRESPONDENCE DATA

Fax Number: (801)799-5700

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

Phone: 801-799-5830

TRADEMARK
REEL: 003938 FRAME: 0013

900127321

Email: slcipdocket@hollandhart.com Correspondent Name: L. Grant Foster, Holland & Hart LLP Address Line 1: 60 E. South Temple, Suite 2000 P.O. Box 11583 Address Line 2: Address Line 4: Salt Lake City, UTAH 84110 ATTORNEY DOCKET NUMBER: 56570.0001 NAME OF SUBMITTER: L. Grant Foster Signature: /L. Grant Foster/ 02/18/2009 Date:

Total Attachments: 3

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> TRADEMARK REEL: 003938 FRAME: 0014

NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (this "Nunc Pro Tunc Assignment") is made and entered into as of this 17th day of February, 2009, with an effective date of 30 November 2006, by and between Jas. D. Easton, Inc., a California corporation, having a business address of 7855 Haskell Avenue, Suite 202, Van Nuys, CA 91406 ("Assignor"), and Jas. D. Easton, Inc., a Delaware corporation, having a business address of 5040 West Harold Gatty Drive, Salt Lake City, UT 84116, ("Assignee").

WHEREAS, Assignor adopted, used, and was using the marks listed on Schedule A hereto, which are registered with the U.S. Patent and Trademark Office (USPTO) (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Marks and the goodwill associated therewith, as well as any corresponding U.S. trademark registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

- 1. Assignor hereby assigns, transfers, and quitclaims to Assignee all of its right, title, and interest in and to the Marks, including common law trademark rights as well as any corresponding U.S. trademark registrations; together with the goodwill of the business symbolized thereby, and all causes of action for infringement thereof, and any and all royalties for any licenses thereof (collectively, the "Assets").
- 2. Assignor agrees that the Assets as defined herein include all of Assignor's right, if any, to sue, bring actions for, and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Assets.
- 3. The Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel and at Assignee's cost, risk, and expense, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, powers of attorney, and assurances as may be required to carry out the intent of this Nunc Pro Tunc Assignment, and to transfer and vest all of Assignor's right, title, and interest to and in the Assets and to procure, maintain, enforce and protect such right, title and interest; provided, however, this Nunc Pro Tunc Assignment shall be effective regardless of whether any such additional documents are executed.
- 4. This Nunc Pro Tunc Assignment shall be binding upon Assignor, Assignor's successors and assigns.

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IN WITNESS WHEREOF, the Assignor has executed this Nunc Pro Tunc Assignment and caused the same to be duly delivered on its behalf effective as of the day and year first set forth above.

JAS. D. EASTON, INC.

a California corporation

Name: Karen B. Griffin

Title: Secretary

JAS. D. EASTON, INC. a Delaware corporation

Name: Voron B. Griffin

Title, Secretary

SCHEDULE "A"

U.S. TRADEMARK REGISTRATIONS

REGISTRATION NO.	<u>MARK</u>	
2,908,103	ST	
2,908,102	SLIM ST TECH	
2,908,101	HIT	
3,043,365	HIT (Stylized)	
3,043,364	AXIS	
3,303,488	FUSE	
3,414,871	FUSE Design	
2,775,288	CAM&1/2	
2,688,830	JAZZ	

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TRADEMARK REEL: 003938 FRAME: 0017

RECORDED: 02/18/2009