

**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>
Sports Recreation Company, Ltd.		04/15/2009	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marmot Mountain, LLC		
<b>Street Address:</b>	2321 Circadian Way		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95407		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2969625		
<b>Registration Number:</b>	2358282	SERAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)805-4801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-805-4800		
<b>Email:</b>	trademarks@k2sports.com		
<b>Correspondent Name:</b>	Julie C. VanDerZanden		
<b>Address Line 1:</b>	4201 6th Avenue South		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98108		
<b>ATTORNEY DOCKET NUMBER:</b>	MARM-2-22978/22982		
<b>NAME OF SUBMITTER:</b>	Julie C. VanDerZanden		
<b>Signature:</b>	/Julie C. VanDerZanden/		
<b>Date:</b>	04/21/2009		

CH \$65.00 2969625

Total Attachments: 4

source=Serac Assignment#page1.tif

source=Serac Assignment#page2.tif

source=Serac Assignment#page3.tif

source=Serac Assignment#page4.tif

## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is entered into as of March 10, 2009, between Marmot Mountain, LLC, a Delaware limited liability company, having a place of business at 2321 Circadian Way, Santa Rosa, California 95407, United States of America ("**Assignee**") and Sports Recreation Company, Ltd., a Nevada corporation, having a place of business at P.O. Box 25417, Salt Lake City, Utah 84125, United States of America ("**Assignor**").

### **RECITALS**

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all trademarks, trade names, corporate names, business names, domain names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or territory thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein (collectively, the "**Trademarks**").

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment, Assignor hereby agrees as follows:

1. **Grant.** Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. **Representations and Warranties of the Parties.** Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.

3. **Further Assurances.** Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to

effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

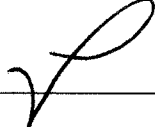
4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

**SPORTS RECREATION COMPANY, LTD.**

By:  \_\_\_\_\_

Name: MARK MARTIN

Title: SECRETARY

**ASSIGNEE:**

**MARMOT MOUNTAIN, LLC**

By:  \_\_\_\_\_

Name: Roger Barton

Title: Treasurer

**EXHIBIT A**

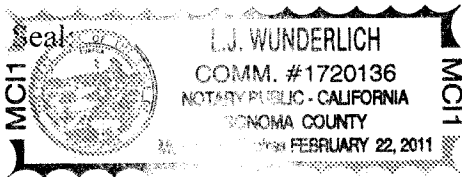
<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Classes</u>
Design mark	2,969,625	July 19, 2005	25
SERAC	2,358,282	June 13, 2000	25

**Acknowledgement by Notary Public**

State of California

County of Sonoma

On this 15<sup>th</sup> day of April, 2009, before me, the undersigned Notary Public, personally appeared MARK MARTIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Signature: [Handwritten Signature]

Name: L.J. Wunderlich, Notary Public

My Appointment Expires: February 22, 2011

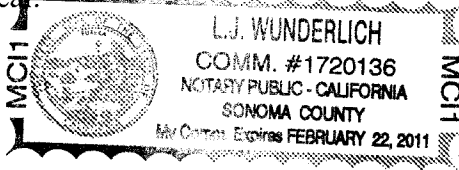
**Acknowledgement by Notary Public**

State of California

County of Sonoma

On this 15<sup>th</sup> day of April, 2009, before me, the undersigned Notary Public, personally appeared Roger Barton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature: J.G. Wunderlich

Name: J.G. Wunderlich, Notary Public

My Appointment Expires: February 22, 2011