

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
X.O. Industries, Inc.		05/11/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Action Sports Company		
Street Address:	Suite 900, Purdy's Wharf Tower One		
Internal Address:	1959 Upper Water Street, PO Box 997		
City:	Halifax, Nova Scotia		
State/Country:	CANADA		
Postal Code:	B3J 2X2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78507565	FEVER	
Serial Number:	78639603	HOT BOX	
Serial Number:	77386239	1ST PLATOON	
Serial Number:	77357067	CAMOTAC	
CORRESPONDENCE DATA			
Fax Number:	(215)568-6499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-568-6400		
Email:	ptomail@volpe-koenig.com		
Correspondent Name:	Michael F. Snyder		
Address Line 1:	30 S. 17th Street, Suite 1600		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	NPS-2T		

OP \$115.00 78507565

DOMESTIC REPRESENTATIVE

Name: Michael F. Snyder
Address Line 1: 30 S. 17th Street, Suite 1600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Michael F. Snyder
Signature:	/Michael F. Snyder/
Date:	05/19/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is effective as of the 11th day of May, 2009, by and among X.O. INDUSTRIES INC., an Ontario Corporation ("Assignor"), and CANADIAN ACTION SPORTS COMPANY, a Nova Scotia Corporation ("Assignee").

WHEREAS, Assignor has intended to use the trademarks listed in attached Schedule A ("Marks") in commerce and has filed the intent-to-use applications listed in Schedule A ("Applications") indicating that intention, but Assignor has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act for any of these applications;

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said Marks and Applications and the business and the goodwill of the business symbolized thereby and related thereto;

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated May 6th, 2009 (the "Asset Purchase Agreement") pursuant to the terms of which Assignor agreed to and did assign to Assignee all right, title and interest in and to said Marks and Applications as part of and along with the entire business to which the Marks pertain as required by 15 U.S.C. § 1060, and whereby Assignee is a successor to the business of the Assignor to which the Marks pertain;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee; and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record in the U.S. Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Marks and Applications, together with the goodwill of the business symbolized thereby, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, including all choses in action relating to the Marks, claims for past, present and future damages, profits and costs, both in equity and law, for any infringement or infringements of the Marks accruing on or before the date of this Assignment

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

X.O. INDUSTRIES INC.

By: [Signature]

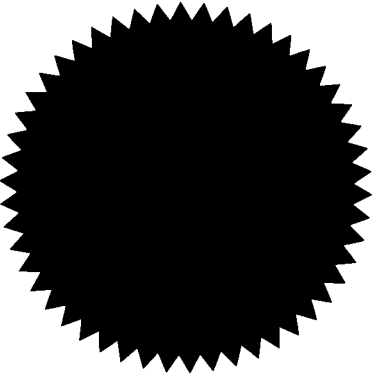
Name: Aldo Perrone

Title: President

Province
THE COMMONWEALTH/STATE OF Ontario
Region
County of peel

This instrument was executed before me on this 11th day of May 2009, by Aldo Perrone, the President of **X.O. INDUSTRIES INC.**, an Ontario Corporation, on behalf of said corporation.

WITNESS my hand and official seal.



[Signature]

Notary Public in and for

The Province Commonwealth/State of Ontario


LISA E. MOREAU

Printed or Typed Name of Notary

My Commission Expires N/A

IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment as of the date first above written.

CANADIAN ACTION SPORTS COMPANY

By  _____

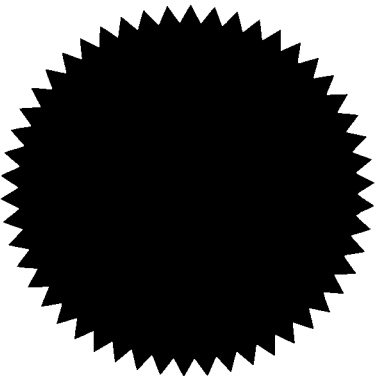
Name: George Eurick

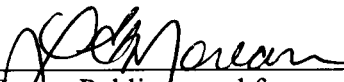
Title: CEO Product

Province
THE COMMONWEALTH/STATE OF Ontario
Region
County of Peel

This instrument was executed before me on this 11th day of May 2009, by George Eurick, the CEO of CANADIAN ACTION SPORTS COMPANY, a Nova Scotia Corporation, on behalf of said company.

WITNESS my hand and official seal.





Notary Public in and for
The Commonwealth/State of Ontario
Province


LISA E. MOREAU

Printed or Typed Name of Notary

My Commission Expires N/A

SCHEDULE A

Marks and Applications:

TRADEMARK	APP. NO.	FILED
1ST PLATOON	77/386,239	February 1, 2008
CAMOTAC	77/357,067	December 20, 2007
FEVER & Design 	78/507,565	October 28, 2004
HOT BOX	78/639,603	May 30, 2005