

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
Performance Design, inc.		10/17/2008	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Lifetime Products, Inc.
Street Address:	Freeport Center Building D-11
City:	Clearfield
State/Country:	UTAH
Postal Code:	84016-0010
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3249027	LIFEPLAY
Registration Number:	3486286	PERFORMANCE DESIGN
Registration Number:	3249206	LIFEPLAY
Registration Number:	3469544	PD
Registration Number:	3371079	PARK QUALITY PLAY EQUIPMENT FOR YOUR BACKYARD
Registration Number:	3463012	BIG STUFF

CORRESPONDENCE DATA

Fax Number: (801)328-1707
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8015339800
 Email: jstringham@wnlaw.com
 Correspondent Name: John C. Stringham
 Address Line 1: 60 East South Temple
 Address Line 2: 1000 Eagle Gate Tower
 Address Line 4: Salt Lake City, UTAH 84111

OP \$165.00 3249027

ATTORNEY DOCKET NUMBER:	15499.1023 TM ASSIGNMENT
NAME OF SUBMITTER:	John C. Stringham
Signature:	/John C. Stringham 40,831/
Date:	06/24/2009
Total Attachments: 4 source=15499.1023 assignment#page1.tif source=15499.1023 assignment#page2.tif source=15499.1023 assignment#page3.tif source=15499.1023 assignment#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Performance Design Inc., (hereinafter "Assignor"), a Utah corporation, having offices at Freeport Center, Building G-6, Clearfield, UT 84016-0010, has adopted, used, is using and is the owner of all right, title, and interest in and to the trademark applications and trademark registrations listed in attached Schedule A (hereinafter the "Marks");

WHEREAS, Lifetime Products Inc., a Utah corporation, having offices at Freeport Center, Building D-11, Clearfield, UT 84016-0010, (hereinafter "Assignee"), desires to acquire the entire right, title, and interest in and to the Marks; and

WHEREAS, Assignor desires to convey, transfer and assign to Assignee all of its right, title and interest in and the Marks.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE the entire right, title and interest in and to the Marks in the United States and all jurisdictions outside the United States, together with (1) the goodwill of the business symbolized by and associated with the marks; (2) all income, royalties and damages due or payable to Assignor with respect to the Marks, including without limitation damages and any payments for past, present or future infringements or misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries and state trademark offices as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration of

the marks to the Assignee as the owner of the entire interest, for the sole use and behalf of the said Assignee, its successors, assigns and legal representatives;

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in the Marks.

This Assignment and Agreement shall be binding upon my heirs and legal representatives.

ASSIGNOR:

PERFORMANCE DESIGN, INC.

BY: *Stephen Nye*

Name Printed: STEPHEN NYE

Title: PRESIDENT

Date: 10/17/08

STATE OF Utah)
) ss.
COUNTY OF Davis)

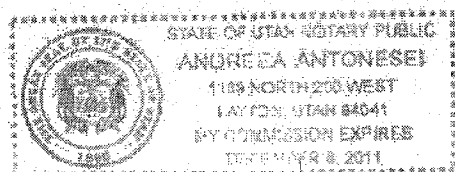
On October 17, 2008, before me, ANDREA ANTONESI, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Andrea Antonesi
Signature

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ASSIGNEE:

LIFETIME PRODUCTS, INC.

BY: Barry Mower

Name Printed: BARRY MOWER

Title: CEO

Date: 11/5/08

STATE OF Utah)
)) ss.
COUNTY OF Lewis)

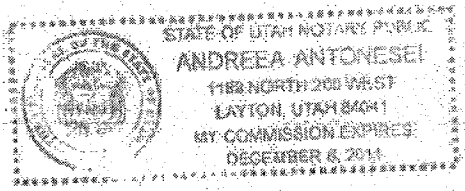
On November 5, 2008, before me, ANDREA ANTONESI, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Andrea Antonesei
Signature

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SCHEDULE A

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
U.S.	78/712224	9/13/2005	3249027	6/5/2007	LIFEPLAY
U.S.	78/730174	10/10/2005	3486286	8/12/2008	PERFORMANCE DESIGN
U.S.	78/828362	3/3/2006	3249206	6/5/2007	LIFEPLAY & Design
U.S.	78/828367	3/3/2006	3469544	7/15/2008	PD Logo
U.S.	78/833134	3/9/2006	3371079	1/15/2008	PARK QUALITY EQUIPMENT FOR YOUR BACKYARD
U.S.	77/044060	11/14/2006	3463012	7/8/2008	BIG STUFF
Canada	1293210	3/10/2006			PERFORMANCE DESIGN
Mexico	772310	3/16/2006			PERFORMANCE DESIGN
Canada	1293204	3/10/2006			LIFEPLAY
Mexico	771416	3/13/2006	980389	4/19/2007	LIFEPLAY
Mexico	822171	11/28/2006	967044	12/12/2006	LIFEPLAY
Mexico	824771	7/20/2007	1021407	1/28/2008	PERFORMANCE DESIGN

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