

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Trak Sports USA Inc. | | 05/31/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | K-2 Corporation | | |
| Street Address: | 4201 6th Avenue South | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98108 | | |
| Entity Type: | CORPORATION: INDIANA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2111128 | LINE | |
| Registration Number: | 0965817 | NO WAX | |
| Registration Number: | 1168559 | OMNITRAK | |
| Registration Number: | 3038161 | PIVOGY | |
| Registration Number: | 1122902 | TRAK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (206)805-4801 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 206-805-4800 | | |
| Email: | trademarks@k2sports.com | | |
| Correspondent Name: | Julie C. VanDerZanden | | |
| Address Line 1: | 4201 6th Avenue South | | |
| Address Line 4: | Seattle, WASHINGTON 98108 | | |
| ATTORNEY DOCKET NUMBER: | TRAK-5-21702 | | |

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**TRADEMARK
 REEL: 004069 FRAME: 0672**

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|---|---------------------|
| NAME OF SUBMITTER: | Mark A. Rosebrock |
| Signature: | /Mark A. Rosebrock/ |
| Date: | 09/28/2009 |
| Total Attachments: 8 source=TRAK-5-21702 Assignment#page1.tif source=TRAK-5-21702 Assignment#page2.tif source=TRAK-5-21702 Assignment#page3.tif source=TRAK-5-21702 Assignment#page4.tif source=TRAK-5-21702 Assignment#page5.tif source=TRAK-5-21702 Assignment#page6.tif source=TRAK-5-21702 Assignment#page7.tif source=TRAK-5-21702 Assignment#page8.tif | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of May 31, 2006 by and among K-2 Corporation, an Indiana corporation and indirect wholly-owned subsidiary of Parent ("Assignee"), and Trak Sports USA Inc., a Delaware corporation ("Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Parent, Assignee and Assignor entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, 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, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignor hereby agrees as follows:

1. **Grant.** Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the 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. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

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. **Asset Purchase Agreement.** This Assignment is executed and delivered pursuant to the Asset Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase agreement, and in the event of any conflict between the Asset Purchase agreement and this Assignment, the Asset Purchase Agreement shall control.

6. **Counterparts.** This Assignment 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.

[signature pages follow]

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

ASSIGNOR:

**TRAK SPORTS USA INC.,
a Delaware corporation**

By:  _____

Name: Douglas Barbor
Title: President

ASSIGNEE:

**K-2 CORPORATION,
an Indiana corporation**

By: _____

Name: Robert Marcovitch
Title: Vice President

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

ASSIGNOR:

**TRAK SPORTS USA INC.,
a Delaware corporation**

By: _____

Name: Douglas Barbor
Title: President

ASSIGNEE:

**K-2 CORPORATION,
an Indiana corporation**

By:  _____

Name: Robert Marcovitch
Title: Vice President

EXHIBIT A

| Application / Registration No. | Jurisdiction | Status (Application /Registration Date) | Description | Owner |
|--------------------------------------|-------------------------------|--|---|--------------------------|
| Reg. No. 2,111,128 | US | November 4, 1997 | LINE Mark (Skis) (International Class 28) | Trak Sports USA, Inc. |
| Reg. No. TMA246,569 | Canada | June 13, 1980 | Fishscale (Skis) | Trak Sports USA, Inc. |
| Appl. No. 1,196,739 | Canada | November 18, 2003 | Line and Design ((1)skis, ski bindings and skiboards, (2) poles, clothing, gloves, hats, ski and skiboard accessories, footwear, goggles and ski glasses, (3) clothing namely shirts, jackets, sweatshirts, t- shirts, (4) ski boots, caps, pants, wallets, ski bags, back packs, banners, skiboard straps, ski and skiboard accessories namely grind plate and riser kit.) | Trak Sports USA, Inc. |
| Reg. No. 3,580,032 | Community Trademark CTM | February 5, 2005 | Line and Design (Cl. 9 - goggles and ski glasses; helmets, Cl. 18 - wallets, ski bags, back packs, Cl. 24 - banners, Cl. 25 - ski boots, footwear; clothing, namely jackets sweatshirts, shirts, t- shirts, pants, caps, Cl. 28 - skis, ski bindings, skiboards, ski and ski board accessories, namely grind plate and risker kit; skiboard straps) | Trak Sports USA, Inc. |
| Reg. No. 965,817 | US | August 7, 1973 | No Wax (Cross-country skis. IC 028 - US 022) | Trak Sports USA, Inc. |
| Reg. No. TMA248,505 | Canada | July 25, 1980 | Omnitrak (Cross County or touring skis) | Trak Sports USA, Inc. |
| Reg. No. 1,168,559 | US | September 8, 1981 | Omnitrak (IC 028, US 022. G&S: Snow skis) | Trak Sports USA, Inc. |

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|------------------------|-------------------------------|--|--|--|
| App. No. 1,123,127 | Canada | November 29, 2001 Abandoned June 21, 2005 | Pivogy (clothing and accessories namely: ski suits, parkas, pants, jackets, t-shirts, tank tops, sweatshirts, track suits, coats, ski jackets, ski overalls, sweaters, raingear: namely water resistant coveralls, overalls, pants, jackets, coats, capes, hats, earmuffs, ear bands, neckwarmers, gloves and mitts; cross-country socks, glove liners, hats, visors, toques, helmets, caps and headbands; footwear namely: boots, ski boots; ski accessories namely ski poles, pole grips, ski wax, ski boot clips tightening devices, skis, snowboards and ski bindings) | Trak Sports USA, Inc. |
| Reg. No. 2,837,763 | Community Trademark CTM | January 12, 2003 | Pivogy (clothing and accessories; footwear, ski boots, ski accessories, skis, snowboards and ski bindings) | Trak Sports USA, Inc. |
| Reg. No. 4,693,818 | Japan | July 25, 2003 | Pivogy (clothing and accessories; footwear, ski boots, ski accessories, skis snowboards and ski bindings) | Trak Sports USA, Inc. (Application in process to recognize merger of Trak, Inc. into Trak Sports USA, Inc.) |
| Reg. No. 3,038,161 | US | January 3, 2006 | Pivogy (Class 28: Skis and ski bindings; ski accessories, namely ski wax; ski accessories namely ski poles, pole grips, ski boot clips tightening devices) | Trak Sports USA, Inc. |
| Reg. No. TMA273,769 | Canada | November 12, 1982 | Polyflex (Cross-country boots) | Trak Sports USA, Inc. |
| Reg. No. TMA276,194 | Canada | February 4, 1983 | Rallye (snow skis) | Trak Sports USA, Inc. |

TRAK - Trademark Assignment

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| Reg. No. TMA243,235 | Canada | April 18, 1980 | Sawtooth (snow skis) | Trak Sports USA, Inc. |
| Reg. No. TMA246,428 | Canada | June 13, 1980 | Schuppen (snow skis) | Trak Sports USA, Inc. |
| Reg. No. TMA265,239 | Canada | December 24, 1981 | Ski Design (snow skis) | Trak Sports USA, Inc. |
| Reg. No. TMA180,259 | Canada | December 24, 1971 | Trak (skis and ski boots) | Trak Sports USA, Inc. |
| Reg. No. 1,122,902 | US | July 24, 1979 | Trak (ski poles, ski bindings and parts therefor, ski bags) | Trak Sports USA, Inc. |
| Reg. No. TMA253,338 | Canada | November 28, 1980 | Trakker (ski boots) | Trak Sports USA, Inc. |

TRAK - Trademark Assignment

TRADEMARK
REEL: 004069 FRAME: 0680

Acknowledgement by Notary Public

State of VERMONT

County of CHITTENDEN

On this 18TH day of MAY, 2006, before me, the undersigned Notary Public, personally appeared DOUGLAS BARBOR, 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: Beverly J. Atkins

Name: Beverly J. Atkins, Notary Public

EXP 2-10-07