

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Order of Bankruptcy Court Approving Sale of Debtor's Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G.I. JOE'S, INC.		08/25/2009	CORPORATION: DELAWARE
G.I. JOE'S HOLDING CORP.		08/25/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UFA Holdings, Inc.
Street Address:	4838 Richard Road SW
Internal Address:	Suite 700
City:	Calgary, AB
State/Country:	CANADA
Postal Code:	T3E 6L1
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1126617	G.I. JOE'S
Registration Number:	3222739	G.I. JOE'S SPORTS, OUTDOOR & MORE
Registration Number:	2962544	G.I. JOE'S THE SPORTS & AUTO STORE
Registration Number:	3218049	GEAR FOR YOUR FAVORITE SEASON
Registration Number:	2962355	JOE'S ON-DECK SERIES
Registration Number:	2962356	JOE'S OUTDOORS
Registration Number:	3623722	JOE'S SPORTS & OUTDOOR
Registration Number:	3623721	JOE'S SPORTS & OUTDOOR
Registration Number:	3623720	JOE'S SPORTS & OUTDOOR
Registration Number:	2962354	JOE'S SPORTS GEAR
Registration Number:	3446102	JOE'S SPORTS, OUTDOOR & MORE
Registration Number:	3445920	JOE'S SPORTS, OUTDOOR & MORE

CH \$440.00 1126617

Registration Number:	3487466	JOE'S SPORTS, OUTDOOR & MORE
Registration Number:	3017741	NORTH X NORTHWEST
Registration Number:	3134435	NTG
Registration Number:	2962357	SEIZE THE WEEKEND
Registration Number:	2962358	SEIZE THE WEEKEND

CORRESPONDENCE DATA

Fax Number: (612)877-5999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-877-5443
Email: ipmsd@moss-barnett.com
Correspondent Name: Marsha Stolt, Esq., Moss & Barnett, P.A.
Address Line 1: 90 So. Seventh St.
Address Line 2: 4800 Wells Fargo Ctr
Address Line 4: Minneapolis, MINNESOTA 55402-4129

ATTORNEY DOCKET NUMBER: 56623.15

DOMESTIC REPRESENTATIVE

Name: Marsha Stolt
Address Line 1: 90 So. Seventh St.
Address Line 2: 4800 Wells Fargo Ctr
Address Line 4: Minneapolis, MINNESOTA 55402-4129

NAME OF SUBMITTER: Marsha Stolt

Signature: /ms/

Date: 10/21/2009

Total Attachments: 12
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
G.I. JOE'S HOLDING CORP. and G.I.)	Case No. 09-10713 (KG)
JOE'S, INC., ¹)	Jointly Administered
Debtors.)	Re: Docket No. 359

**MODIFIED ORDER APPROVING THE SALE OF DEBTORS'
INTELLECTUAL PROPERTY FREE AND CLEAR OF ANY LIENS, CLAIMS AND
ENCUMBRANCES PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order approving the sale of Debtors' Intellectual Property free and clear of any liens, claims and encumbrances pursuant to section 363 of the Bankruptcy Code and the statements of counsel at the hearing held before the Court on July 14, 2009 at 10:00 a.m. (the "Hearing") modifying the relief requested in the Motion; it appearing that the relief requested at the Hearing is in the best interests of the Debtors' estates, their creditors and other parties in interest; the Court having jurisdiction to consider the matter pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the relief requested being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; notice of the Motion and the Hearing having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor,

¹ The Debtors in the cases, along with the last four digits of each Debtor's federal tax identification number, are: G.I. Joe's Holding Corp. (0022) and G.I. Joe's, Inc. (0948).

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

BASED UPON THE RECORD BEFORE THE COURT, IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Assets have been the subject of a full and robust sale effort conducted by the parties prior to entry into the Asset Purchase Agreement (a copy of which is attached as Exhibit 1 to this Order (the "Asset Purchase Agreement"))³ and the Debtors' determination that the Asset Purchase Agreement constitutes the highest and best bid for the Assets constitutes a valid and sound exercise of the Debtors' business judgment.

B. The sale of the Assets to UFA is the result of an arm's-length transaction between UFA and the Debtors; UFA is a good faith purchaser as that term is used in section 363(m) of the Bankruptcy Code and is entitled to the protections therein.

C. The transfer of the Assets to the Purchaser will be as of the Closing Date a legal, binding and effective transfer of such Assets, and vests, or will vest, the Purchaser with all right, title and interest of the Debtors and their estates in and to the Assets free and clear of all liens, claims and other interests unless otherwise specified in the Asset Purchase Agreement or the Assignment and Assumption Agreement (attached as Exhibit 2 to this Order), accruing, arising, or relating to any time prior to the Closing Date.

D. The Purchaser would not have entered into the Asset Purchase Agreement and would not consummate this transaction, thus adversely affecting the Debtors, their estates and creditors, if the sale of the Assets was not free and clear of all liens, claims and other interests, unless otherwise specified in the Asset Purchase Agreement.

E. The Debtors may sell the Assets free and clear of all liens, claims and other interests (unless expressly provided otherwise in the Asset Purchase Agreement or Assignment and Assumption Agreement), because, in each case, one or more of the standards set forth in §

³ Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

363(f)(1)-(5) and 365 of the Bankruptcy Code has or have been satisfied. Those holders of liens, claims and other interests against the Debtors, their estates or any of the Assets who did not object, or who withdrew their objections, to the sale are deemed to have consented pursuant to § 363(f)(2) of the Bankruptcy Code.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as modified at the Hearing such that the Debtors are, pursuant to §§ 105(a), 363 and 365 of the Bankruptcy Code, authorized and directed to transfer the Assets on the Closing Date to UFA Holdings, Inc. ("UFA") and such transfer shall constitute a legal, valid, binding and effective transfer of such Assets and, upon Purchaser's payment of the amounts due at the Closing Date in accordance with the Asset Purchase Agreement and Assignment and Assumption Agreement, shall fully and irrevocably vest Purchaser with all right, title and interest of the Debtors and their estates in the Assets free and clear of all liens, claims and other interests. Upon receipt of the payment from the Purchaser, the Debtors shall cause such funds to be transferred to Crystal Capital Fund Management, L.P., as agent for certain secured lenders ("Crystal") and Crystal may apply the proceeds so received in reduction of the obligations of the Debtors to it.
2. The Asset Purchase Agreement, the Assignment and Assumption Agreement and all of the terms and conditions thereof, are hereby approved and authorized. No other or further consents or approvals of this Court are required for the Debtors to consummate or effectuate the Asset Purchase Agreement, the Assignment and Assumption Agreement or the sale.
3. Unless otherwise provided in the Asset Purchase Agreement or the Assignment and Assumption Agreement, any liens, claims, and other interests arising from the operation of the Debtors' businesses prior to the Closing Date or the transfer of the Assets to the Purchaser are forever barred, and any party asserting such liens, claims and other interests is permanently

enjoined from asserting such liens, claims, and other interests against the Purchaser or its successors or assigns, their property, or the Assets. Crystal's liens shall attach to the proceeds of the sale in the same priority and extent as such liens existed on the Assets prior to the sale. On the Closing Date, subject to the provisions of this Order, each creditor is authorized and directed as may be reasonably requested by the Purchaser or the Debtors to execute such documents and take all other actions as may be necessary to release liens, claims and other interests on the Assets, if any, as provided for herein, as such liens, claims and other interests may have been recorded or may otherwise exist.

4. Except as expressly provided in the Asset Purchase Agreement and the Assignment and Assumption Agreement, the Purchaser is not acquiring or assuming any of Debtors' liabilities.

5. All persons and entities are hereby forever prohibited and enjoined from taking any action that would interfere with the ability of the Debtors to sell and transfer the Assets to the Purchaser in accordance with the terms of the Asset Purchase Agreement, the Assignment and Assumption Agreement and this Order.

6. All persons and entities that are in possession of some or all of the Assets on the Closing Date are directed to surrender possession of such Assets to the Purchaser or its assignee at the Closing in accordance with the Asset Purchase Agreement and the Assignment and Assumption Agreement.

7. Except as provided in the Asset Purchase Agreement or the Assignment and Assumption Agreement, the consummation of the Asset Purchase Agreement shall not subject the Purchaser to any claims, liabilities, debts or obligations whatsoever with respect to the use of the Assets by the Debtors through the Closing Date, including, without limitation, by reason of

any purported or existing claims of intellectual property rights related to the Assets or in the Assets.

8. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and the Assignment and Assumption Agreement.

9. Effective upon the Closing Date, except as provided in the Asset Purchase Agreement or the Assignment and Assumption Agreement, all persons and entities are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its successors and assigns, or the Assets, with respect to any: (a) liens, claims and other interests arising under, out of, in connection with or in any way relating to the Debtors, the Purchaser, the Assets prior to the Closing Date, or (b) successor liability, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors and assigns, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Purchaser, its successors and assigns, assets or properties; (c)

creating, perfecting or enforcing any lien or other encumbrance against the Purchaser, its successors and assigns, assets or properties; (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Purchaser or its successors and assigns; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating or failing or refusing to issue or renew any license, permit or authorization to operate any of the Assets or conduct the business operated with the Assets.

10. Except as otherwise expressly provided for in this Order, the Asset Purchase Agreement or the Assignment and Assumption Agreement, the Purchaser shall not have any liability or other obligation of or to the Debtors arising under or related to the Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein, in the Asset Purchase Agreement or the Assignment and Assumption Agreement, the Purchaser shall not be liable for any claims against the Debtors or any of its respective predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, matured or unmatured, or liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to Assets prior to the Closing Date.


11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

12. The terms and provisions of this Order shall be binding in all respects upon the Purchaser and the Debtors, their estates and any trustee thereof, and all creditors and shareholders of the Debtors, all interested parties and their respective successors and assigns, including but not limited to, any creditor asserting a lien, claim, or other interest in the Assets.

13. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable.

14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: August 25, 2009
Wilmington, Delaware



Honorable Kevin Gross
United States Bankruptcy Judge

EXHIBIT "1"

PAC 658006v.1

TRADEMARK
REEL: 004082 FRAME: 0437

ASSET PURCHASE AGREEMENT

THIS AGREEMENT has been entered into as of the 24th day of July, 2009.

BETWEEN:

G.I. JOE'S, INC. and G.I. JOE'S HOLDING CORP., corporations subsisting under the laws of the State of Delaware, U.S.A.

(collectively the "Sellers")

-AND-

UFA HOLDINGS, INC., a corporation subsisting under the laws of the State of Utah, U.S.A.

(the "Purchaser")

WHEREAS pursuant to an offer to purchase made by the Purchaser to the Sellers and approved by the United States Bankruptcy Court for the State of Delaware as of July 14, 2009, the Sellers have agreed to sell and the Purchaser has agreed to purchase certain assets of the Sellers, upon the terms and subject to the conditions set out herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree with each other as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions.

Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

"Agreement" means this Asset Purchase Agreement, together with all Schedules attached hereto, as the same may be modified in accordance with the provisions herein contained;

"Assets" means all of the trademarks, trade names, domain names and service marks (including logos) and related Intellectual Property rights therein, and all goodwill associated therewith, as more particularly set forth in Schedule "A" hereto;

"Closing Date" means July 29, 2009 or such other date as may be agreed to in writing between the Sellers and the Purchaser;

"Closing Time" means 11:00 a.m. CST on the Closing Date, or such other time as may be agreed to in writing between the Sellers and the Purchaser;

"Closing" means the sale, transfer and/or assignment of the Assets by the Sellers to the Purchaser and the delivery by the Purchaser to the Sellers of that portion of the Purchase

Price due on the Closing Date and the completion of all matters incidental thereto as herein provided;

"Court Order" means the order of the United States Bankruptcy Court for the State of Delaware referred to in the first preambular paragraph above;

"Deposit Amount" has the meaning given to such term in Section 4.1(a);

"Intellectual Property" means in respect of the Assets, all proprietary rights anywhere in the world provided under trademark, trade secret or other statutory or common law principles applicable to intellectual property, and all applications and registrations in respect thereof;

"Lot A Assets" has the meaning given to it in Schedule "A";

"Lot B Assets" has the meaning given to it in Schedule "A";

"Person" means any individual, corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, governmental department or agency and any unincorporated organization or associations;

"Purchase Price" means the purchase price for the Assets as set forth in Section 2.2;

"Transaction" means the sale of the Assets to the Purchaser pursuant to this Agreement.

1.2 Headings.

The division of this Agreement into Articles, Sections and paragraphs and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise stated, all references herein to Articles or Sections are to those of this Agreement.

1.3 Schedules.

The following Schedule forms part of this Agreement:

Schedule "A"	Assets
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1.4 Plurality and Gender.

Words used herein importing the singular number only shall include the plural and vice versa and words importing gender shall include all genders.

1.5 Governing Law, Attornment

This Agreement shall be governed by, and construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Delaware and the federal laws of the United States of America applicable therein. The parties submit to the Delaware courts for any disputes arising hereunder.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, and delivered effective as of the date first written above.

G.I. JOE'S, INC.

Per: *Patricia J. O'Malley*

Title: *Chief Restructuring Officer*

G.I. JOE'S HOLDING CORP.

Per: *Patricia J. O'Malley*

Title: *Chief Restructuring Officer*

UEA HOLDINGS, INC.

Per: *[Signature]*

Title: *Divisional President*

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SCHEDULE "A"

ASSETS

<u>Lot A - G.L. Joe's ("Lot A")</u>		<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Next Renewal Date</u>
www.gljoes.com	website			3/18/1996	3/18/2014
G.L. Joe's (Text)	trademark	73153358	1126617	11/6/1979	11/5/2009
G.L. Joe's the Sports & Ams Store	trademark	78389777	2962544	6/14/2003	6/13/2011
G.L. Joe's Sports, Outdoor & More	trademark	783864070	3222739	2/20/2007	

Lot B - Joe's Sports ("Lot B")

www.joesports.com	website			12/20/2006	1/14/2012
Joe's Sports Gear (Logo)	trademark	78358960	2962354	6/14/2003	6/13/2011
Joe's Outdoors (Logo)	trademark	78359059	2962356	6/14/2003	6/13/2011
Joe's On Deck Series (Logo)	trademark	78359021	2962353	6/14/2003	6/13/2011
Joe's Sports Outdoor & More (Logo)	trademark	77071791	3445920	6/10/2008	6/9/2014
Joe's Sports Outdoor & More (Text)	trademark	77129314	3446702	6/10/2008	6/9/2014
Joe's Sports, Outdoor & More (Blue)	trademark	77252219	3487466	8/19/2008	8/18/2014
Joe's Sports & Outdoor (Text)	trademark	77252187			
Joe's Sports & Outdoor (Logo no chr)	trademark	77252168			
Joe's Sports & Outdoor (Blue)	trademark	77252145			
Seize the Weekend (Text)	trademark	78359256	2962357	6/14/2003	6/13/2011
Seize the Weekend (Ornl)	trademark	78359288	2962358	6/14/2003	6/13/2011
North x Northwest (Logo)	trademark	78480926	3017741	11/22/2005	11/21/2011
NTG	trademark	78977129	3134435	8/22/2006	8/21/2009
Gear for Your Favorite Season	trademark	78896147	3218049	13/03/2007	

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