

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xtreme Designs, Inc.		08/01/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Motovan Corporation		
<b>Street Address:</b>	1391, Gay Lussac Street		
<b>City:</b>	Boucherville, Quebec, J4B 7K1		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1746462	LIFE IS TOO SHORT NOT TO BE XTREME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-344-4019		
<b>Email:</b>	trademarkdocket@venable.com		
<b>Correspondent Name:</b>	Mark B. Harrison		
<b>Address Line 1:</b>	575 7th Street, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004-1601		
<b>ATTORNEY DOCKET NUMBER:</b>	37114-180960		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

CH \$40.00 1746462

NAME OF SUBMITTER:	Mark B. Harrison, Esq.
Signature:	/MBH-hrc/
Date:	02/01/2010
<b>Total Attachments: 10</b> source=ASSET PURCHASE AGREEMENT#page1.tif source=ASSET PURCHASE AGREEMENT#page2.tif source=ASSET PURCHASE AGREEMENT#page3.tif source=ASSET PURCHASE AGREEMENT#page4.tif source=ASSET PURCHASE AGREEMENT#page5.tif source=ASSET PURCHASE AGREEMENT#page6.tif source=ASSET PURCHASE AGREEMENT#page7.tif source=ASSET PURCHASE AGREEMENT#page8.tif source=ASSET PURCHASE AGREEMENT#page9.tif source=ASSET PURCHASE AGREEMENT#page10.tif	

**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT IS EFFECTIVE AS OF THIS 1 DAY OF August, 2006.

**BETWEEN:** **MOTOVAN CORPORATION**, a corporation duly constituted under the laws of Canada, having a principal place of business at 1391, Gay Lussac street, Boucherville, Québec, J4B 7K1, Canada;

(hereinafter referred to as "Motovan");

**AND** **XTREME DESIGNS, INC.** a corporation duly constituted under the laws of California, having a principal place of business at 6965 El Camino Real, Suite 105, #538 Carlsbad, California 92009, U.S.A.;

(hereinafter referred to as "Xtreme").

**PREAMBLE**

**WHEREAS** Xtreme, formerly carrying on business under the corporate name Xtreme Corporation, is in the business of producing and selling apparel and gear for the motorcycle industry (the "Business"), and is the owner of the Assets (as defined hereinafter);

**WHEREAS** Motovan wishes to acquire all rights, title and interest in and to the Assets (as defined hereinafter), Xtreme agreeing to sell and assign the Assets to Motovan, the whole in accordance with the terms and conditions hereinafter set forth; and

**WHEREAS**, concurrently with the execution of this Agreement, the parties are entering into a Consultant Services Agreement (the "Consultant Agreement"), pursuant to which Xtreme will provide certain services to Motovan relating to the marketing of certain products following the closing of the transaction contemplated by this Agreement.

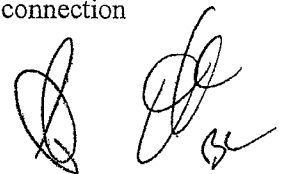
**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**ARTICLE 1  
DEFINITIONS**

For the purposes of this Agreement, the following terms, words, and phrases, when used in the singular or plural, shall have the meanings given to them in this Article unless otherwise expressly provided:

1.1 "Agreement" means this Asset Purchase Agreement, including all Schedules attached hereto and all amendments which may be made thereto.

1.2 "Assets" means all assets owned by or licensed to Xtreme which are used in connection



with the Business, including, but not limited to, the Trademarks, the Domain Names, all telephone numbers associated with the Business, all Confidential Information associated with the Business and all artwork and other materials, whether in an electronic or other format, used in connection with the creation of items bearing the Trademarks. Notwithstanding the foregoing, the parties agree that the following items are not "Assets" to be sold pursuant to this Agreement: any motor vehicles, existing goods, computers or office equipment or supplies.

1.3 "Confidential information" includes, without limitation, any confidential, private or secret information:

1.3.1. internal personnel and financial information, purchasing and internal cost information, forecasts and forecast assumptions and volumes, future plans and potential strategies, financing, acquisition, production, development and distribution agreements and budgets and investment opportunities and structures, service and operational manuals, product information, marketing and development plans and agreements, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, contracts and their contents, business plans and business deals with vendors, clients, distributors or suppliers, names of vendor, distributors or suppliers and other vendor, supplier or distributor information, customer and client lists and names and data provided by clients, and the type, quantity and specifications of products and services purchased, leased, licensed, or received by clients, documents, working papers, notes, observations, summaries or explanations.

1.4 "Domain Names" means the domain names listed in Schedule "A" attached hereto.

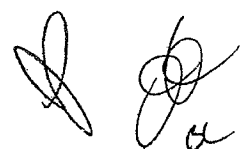
1.5 "Intellectual Property Rights" means any intellectual property right, including copyright, rights in and to inventions, industrial designs, or trademarks, rights to file and obtain patent, trademark, copyright or industrial design, registrations or any other right of a similar nature in any country, and any other right in and to trade secrets and other confidential information.

1.6 "Trademarks" means the trademarks listed in Schedule "A" attached hereto.

## ARTICLE 2 ASSIGNMENT

2.1 **Assignment.** Xtreme hereby sells, assigns, conveys and transfers to Motovan all of its rights, title and interest, including its Intellectual Property Rights, in and to the Assets, including all goodwill attached thereto, as well as the right to sue for past infringement, Motovan accepting such an assignment.

2.2 **Other Instruments.** Xtreme shall execute or have executed all other agreements, documents, filings or instruments that Motovan may require, from time to time, acting reasonably, and which are necessary or beneficial to further perfect or confirm the



assignment contemplated in Section 2.1 of this Agreement or to defend its rights in and to the Assets.

### ARTICLE 3 CONSIDERATION

- 3.1 **Consideration.** The present assignment is made for \$1.00, which Xtreme acknowledges having received, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.
- 3.2 **Taxes.** Each party shall be responsible for its own income taxes which may be owed in connection with the transaction contemplated by this Agreement.

### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF XTREME

Xtreme hereby represents and warrants to Motovan as follows, and acknowledges that Motovan would not have entered into this Agreement without such representations and warranties:

- 4.1 **Valid Assignment.** (i) Xtreme owns all rights, title and interest in and to the Assets; (ii) the Trademarks distinguish the business, wares and services of Xtreme from the business, wares and services of other parties; (iii) the Trademarks and Domain Names have continuously been used by Xtreme in the United States of America and Canada since 1991 and have not been abandoned by Xtreme during that time; (iv) Xtreme has full power and authority to sell, convey, assign and transfer the Assets to Motovan, (v) the Assets are the only assets used by Xtreme to conduct the Business;
- 4.2 **No Encumbrances.** Xtreme has good and marketable title to the Assets, free and clear of all encumbrances, including without limitation, security interests, mortgages, prior claims, liens, privileges, charges and easements, restrictive covenants, conditional sale agreements, options, and restrictions on transfer;
- 4.3 **No Infringement.** The use of the Assets does not constitute libel and does not and will not breach or infringe upon any rights, including Intellectual Property Rights, of any person or entity and Xtreme has no knowledge of any alleged breach or violation thereof;
- 4.4 **No Contravention.** Xtreme's execution or the delivery of this Agreement and its compliance with the terms and conditions hereof do not contravene, breach or result in any default under the articles, by-laws, or other corporate documents of Xtreme or under any provision of the laws of any applicable jurisdiction, including, without limitation, any statute, rule, regulation, judgement, decree, order, franchise or permit of any governmental body applicable to it;
- 4.5 **Modification of Corporate Name.** Within ten (10) days following the date of execution of the present Agreement, Xtreme shall file the appropriate documentation with the appropriate governmental body to modify its corporate name. Xtreme warrants that its new corporate name will not include one of the Trademarks or any trademark confusingly similar thereto;

Two handwritten signatures in black ink, one on the left and one on the right, both appearing to be initials or names.

- 4.6 **No Further Use.** Following the date of execution of the present agreement, Xtreme will discontinue all use of the Trademarks and Domain Names as well as of any trademarks and domain names confusingly similar thereto, in any manner whatsoever, including as tradenames, trademarks or domain names anywhere in the world.

#### ARTICLE 5

##### REPRESENTATIONS AND WARRANTIES OF MOTOVAN

- 5.1 **No Contravention.** Motovan's execution or the delivery of this Agreement and its compliance with the terms and conditions hereof do not contravene, breach or result in any default under the articles, by-laws, or other corporate documents of Motovan or under any provision of the laws of any applicable jurisdiction, including, without limitation, any statute, rule, regulation, judgement, decree, order, franchise or permit of any governmental body applicable to it;
- 5.2 **Authority.** Motovan has full power and authority to accept this assignment of the Assets to it; and
- 5.3 **No Commission.** Motovan has not employed any broker or finder in connection with the transactions contemplated by this Agreement and has taken no action which would give rise to a claim against Xtreme for a brokerage commission, finder's fee, or other like payment.

#### ARTICLE 6

##### SURVIVAL AND INDEMNITY

- 6.1 **Survival.** The representations, warranties, covenants and obligations contained in this Agreement or in any document delivered pursuant hereto shall survive the closing of the transactions contemplated by this Agreement.
- 6.2 **General Indemnity.** Each party hereby agrees to fully defend, indemnify and hold harmless the other party as well as its officers, directors and representatives against all losses, liabilities, damages and expenses arising out of any false representation, misrepresentation or breach of warranty, covenant or obligation by it under this Agreement, and such indemnity shall include, without limitation, reasonable expenses of investigation and legal fees and expenses in connection with any action or proceeding against such party.

#### ARTICLE 7

##### DELIVRANCE

- 7.1 **Delivrance.** Xtreme shall deliver to Motovan, on the date of execution of this Agreement, all tangible assets within the Assets, including without limitation, copies of all Trademark registrations and applications for registration.

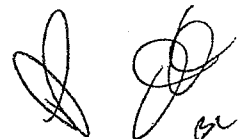
Two handwritten signatures in black ink, one on the left and one on the right, both appearing to be initials or names.

**ARTICLE 8  
TERMINATION**

- 8.1 **Rescission Upon Certain Terminations of Related Agreement.** All parties acknowledge that, pursuant to the Consultant Agreement which is being executed concurrently herewith, Motovan has agreed to invest certain funding in the marketing of the Trademarks as well as to pay Xtreme for certain services to be provided by it following the closing of the transaction contemplated by this Agreement. Both parties agree that, if the Consultant Agreement is terminated pursuant to Section 10.2 or 10.3 therein due to the breach or insolvency of Motovan, that the sale of Assets hereunder shall be automatically rescinded, without further action of either party, and ownership of the Trademarks, Domain Names and all other Assets shall revert to Xtreme effective as of such termination date. Motovan agrees to take all further actions, including execute any documents necessary to perfect the transfer of the Trademarks and Domain Names to Xtreme under such circumstances. If the Consultant Agreement is terminated pursuant to Sections 10.2 or 10.3 therein due to the breach or insolvency of Xtreme, then all consideration for the assignment made in Section 2 hereof shall be deemed totally paid or given.

**ARTICLE 9  
MISCELLANEOUS**

- 9.1 **No Waiver.** A waiver by any party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver by that party of any other breach or violation of this Agreement.
- 9.2 **Rights are Cumulative.** The rights of a party hereunder are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy hereunder for which that party is otherwise entitled by law to enforce.
- 9.3 **Governing Law.** This Agreement shall be governed by the laws applicable in the state of California. Any action concerning this Agreement shall be commenced and maintained in a court of competent jurisdiction within the State of California.
- 9.4 **Entire Agreement and Effect.** The terms of this Agreement (including the preamble and Schedules hereto) constitute the entire Agreement among the parties with respect to the subject matter hereof and this Agreement supersedes all prior agreements and undertakings. No modification or amendment of this Agreement shall be valid or binding except if in writing signed by each of the parties.
- 9.5 **Headings.** Any headings and captions used in this Agreement are for convenience and reference only and are not a part of this Agreement. All references to "Article" and "Section" are to Articles and Sections of this Agreement.
- 9.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one agreement. The facsimile signatures of the parties shall be deemed to constitute original signatures, and facsimile copies hereof shall be deemed to constitute duplicate



original counterparts.

- 9.7 **Severability.** In the event that any part, Section or Article of this Agreement shall be held to be invalid, illegal or otherwise voidable or unenforceable, this entire Agreement shall not fall on account thereof, and the balance of this Agreement shall continue in full force and effect.
- 9.8 **Binding.** This Agreement shall enure to the benefit of and be binding upon the parties as well as their heirs, legal representatives, successors and permitted assigns.
- 9.9 **Language.** The parties hereto acknowledge that they have accepted this Agreement to be drawn up in the English language. *Les parties reconnaissent avoir accepté que le présent contrat soit rédigé dans la langue anglaise.*
- 9.10 **U.S. Dollars.** All statements of monetary amounts refer to U.S. dollars.
- 9.11 **Expenses.** Each party shall bear its own costs and expenses incurred in connection with this Agreement and the transaction contemplated thereby. Such costs and expenses shall not affect the consideration to be paid hereunder.
- 9.12 **Declaration.** The parties declare that (a) the present Agreement is the result of negotiations between the parties, (b) they have had the opportunity to review the present Agreement with legal counsel, (c) all the Articles of the present Agreement are clear and understood, and (d) the present Agreement truly reflects the agreement of the parties concerning the subject-matter hereof.

IN WITNESSETH WHEREOF, the parties hereto have signed this Agreement effective as of the date first written above:

MOTOVAN CORPORATION

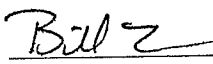
Per:


Name:  
Title:

  
CEO

XTREME DESIGNS, INC.

Per:

  
Name: Bill Luce  
Title: v. Pres

  
NAME: DALE DAVIS  
TITLE: PRES.  
DL



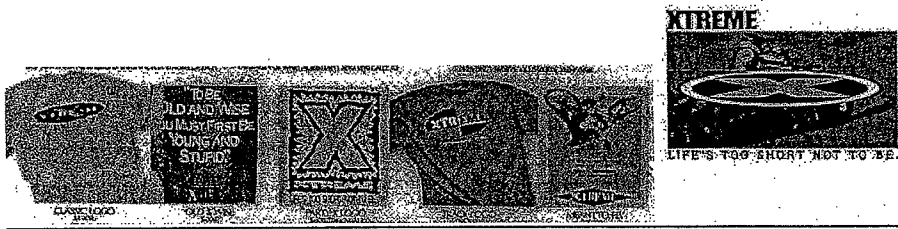
SCHEDULE A

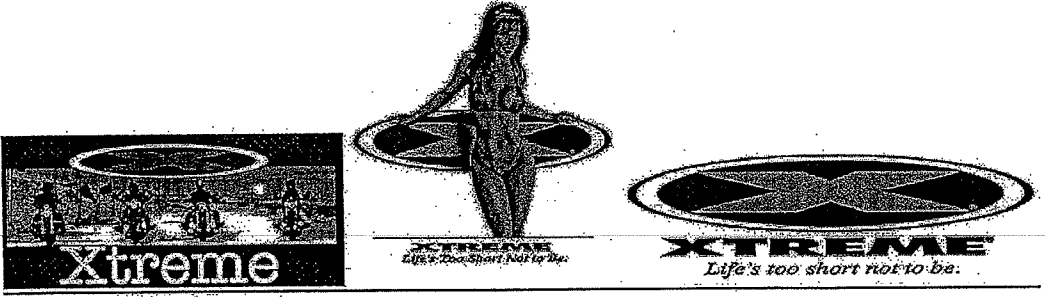
TRADEMARKS

XTREME

LIFE IS TOO SHORT NOT TO BE XTREME  
(U.S. Registration no. 1,746,462)

IRON CORE  
(U.S. Application no. 78/893,056)



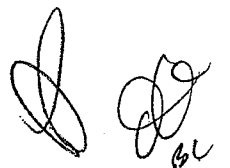




DOMAIN NAMES

xtrememx.com  
xtrememx.us

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