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J: COURTNEY LABELLE COMPAN 300 KELLWOOD PARKWAY

MRD 1/20/10

02-19-2010



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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
Juno Rising, Inc.		01/08/2010	CORPORATION; DELAWARE
RECEIVING PARTY DATA			
Name:	American Recreation Products, Inc.		
Street Address:	8235 Lookout Rd. #G		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78457145	ISIS	
Serial Number:	78258069	SPLIT P	
Serial Number:	76234374		
CORRESPONDENCE DATA			
Fax Number:	(314)576-3388		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3145763340		
Email:	courtney.labelle@kellwood.com		
Correspondent Name:	Courtney LaBelle		
Address Line 1:	800 Kellwood Parkway		
Address Line 4:	Chesterfield, MISSOURI 63017		
NAME OF SUBMITTER:	Courtney LaBelle		
Signature:	/Courtney LaBelle/		
Date:	01/20/2010		

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**Total Attachments: 4**

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O: COURTNEY LABELLE COMPAN, 300 KELLWOOD PARKWAY

UNITED STATES

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is made and entered into as of January 3<sup>rd</sup>, 2010 ("**Effective Date**") by and between **Juno Rising, Inc.**, a Delaware corporation, with an office at 1 Mill Street, Suite 203, Burlington, Vermont 05401 ("**Assignor**"), and **American Recreation Products, Inc.**, a Delaware corporation, with an office at \_\_\_\_\_ ("**Assignee**").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated January    , 2010 (the "**Agreement**");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and the United States applications for trademark registration set forth on the Schedule attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "**Marks**"); and

**WHEREAS**, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation),

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requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; and (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment.

Assignor and Assignee agree that nothing set forth herein shall be deemed to amend, modify, supplement, reduce or expand the warranties and representations of Assignor, or the liability of and indemnification by Assignor with respect thereto, set forth in the Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

JUNO RISING, INC.

AMERICAN RECREATION PRODUCTS, INC.

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Title: \_\_\_\_\_

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**SCHEDULE****U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
WE FIT WHO YOU ARE <sup>1</sup>	77/800780	8/10/2009		
ISIS	77/258017	8/17/2007		
ISIS	78/924264	7/7/2006	3692629	10/6/2009
ISIS and Design 	78/457145	1/27/2004	3075774	4/4/2006
SPLIT P <sup>2</sup>	78/258069	6/4/2003	2832133	4/13/2004
Swift Star Design 	76/234374	4/4/2001	2527386	1/8/2002

<sup>1</sup> Intent-to-Use application<sup>2</sup> This registration will not be renewed.

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3: COURTNEY LABELLE COMPACT 100 KELLWOOD PARKWAY

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

JUNO RISING, INC.

AMERICAN RECREATION PRODUCTS, INC.

By: Carolyn Cooke  
Name: Carolyn Cooke  
Its: President

By: Casey Hofmann  
Name: Casey Hofmann  
Its: Chief Financial Officer

[Signature Page to Trademark Assignment]