

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee name from Drymax, LLC to Drymax Sports, LLC pursuant to Affidvit Under TMEP 503.06(b) previously recorded on Reel 003179 Frame 0707. Assignor(s) hereby confirms the Nunc Pro Tunc Assignment of U.S. Trademark Registrations.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Secondwind Products Incorporated		10/14/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Drymax Sports, LLC		
<b>Street Address:</b>	429 27th St., NW		
<b>City:</b>	Hickory		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28601		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2333771	ACTIVE DRY	
<b>Registration Number:</b>	2455837	MICROZAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)444-1111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 444 1000		
<b>Email:</b>	marie.poveromo@alston.com		
<b>Correspondent Name:</b>	Martha Gayle Barber		
<b>Address Line 1:</b>	101 S. Tryon St.		
<b>Address Line 2:</b>	Bank of America Plaza, STE 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		
<b>NAME OF SUBMITTER:</b>	Martha Gayle Barber		
<b>Signature:</b>	/Martha Gayle Barber/		

OP \$65.00 2333771

**TRADEMARK**

**900157431**

**REEL: 004169 FRAME: 0925**

Date:

03/18/2010

**Total Attachments: 12**

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## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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10/21/2005  
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																										
EFFECTIVE DATE:	05/21/2004																										
CONVEYING PARTY DATA																											
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<p>Fax Number: (704)444-1111  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>          Phone: (704)444-1000          Email: gstewart@alston.com          Correspondent Name: Brian M. Davis          Address Line 1: Alston &amp; Bird LLP          Address Line 2: 101 South Tryon Street, Suite 4000          Address Line 4: Charlotte, NORTH CAROLINA 28280-4000</p>																											
ATTORNEY DOCKET NUMBER:	31761/255278																										
NAME OF SUBMITTER:	Gail B. Stewart																										

OP \$65.00 2333771

TRADEMARK

**Request to Correct Recorded Assignment  
Under TMEP 503.06(b)**

**AFFIDAVIT**

I, Rob Bell, a citizen and national of the United States of America do solemnly affirm and declare as follows:

1. I am the Manager of Drymax Sports, LLC, a limited liability company duly organized under the laws of North Carolina, USA of 429 27<sup>th</sup> Street, N.W., Catawba County, Hickory, North Carolina 28601 USA, since November 6, 2003.
2. Being in the capacity of Manager, I state that all the records of my company are available and accordingly I am capable to depose the statements contained herein.
3. I state that Drymax, LLC extended into a Nunc Pro Tunc Assignment dated May 21, 2004 with Secondwind Products Incorporated, relating to the assignment of Registration Nos. 2,333,771 for the mark ACTIVE DRY and 2,455,837 for the mark MICROZAP.
4. Registrant, Drymax Sports, LLC requests that Registration Nos. 2,333,771 for the mark ACTIVE DRY and 2,455,837 for the mark MICROZAP be amended to correct Registrant's name from "Drymax, LLC," identified in the Nunc Pro Tunc Assignment, to **Drymax Sports, LLC**.
5. The name Drymax, LLC does not identify Registrant's correct name under which Registrant does business. Registrant submits a copy of the Articles of Organization of Drymax Sports, LLC from the North Carolina Secretary of State's Office evidencing the correct and current name of Registrant.

6. Pursuant to TMEP § 1201.02(c), an amendment correcting a registrant or applicant's name from a name under which the registrant or applicant does business to its legal name is a correctable error. Registrant submits that the name Drymax, LLC identified on the originally recorded Nunc Pro Tunc Assignment was an inadvertent error due to miscommunication that occurred between the Registrant and Registrant's attorney when the Nunc Pro Tunc Assignment was prepared.
  
7. Registrant herewith submits a copy of the original recorded Nunc Pro Tunc Assignment, the cover sheet and the required fees of \$65.00 for Registration Nos. 2,333,771 for the mark ACTIVE DRY and 2,455,837 for the mark MICROZAP to be corrected in the U.S. Patent and Trademark Office. (TMEP § 503.03(e) and 37 C.F.R. §§2.6 and 3.41).

Declared March on this 15<sup>TH</sup> day of 2010.

Drymax Sports, LLC



Rob Bell  
Manager

**VERIFICATION:**

I, Rob Bell, the Manager of Drymax Sports, LLC do solemnly verify that the statements contained in paragraphs 1 to 7 herein above are true to my knowledge.



Rob Bell

*Frances A. Bolton* (SEAL)

Notary Public

My Commission Expires: 10 - 29 - 2012.

LEGAL01/13134566v1

**ARTICLES OF ORGANIZATION**

**OF**

**DRYMAX SPORTS, LLC**

Pursuant to Section 57C-2-21 of the North Carolina General Statutes, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company (the "Company") under and by virtue of the laws of the State of North Carolina, and to that end does hereby set forth the following:

**ARTICLE I**

The name of the Company is Drymax Sports, LLC.

**ARTICLE II**

The duration of the Company shall be perpetual.

**ARTICLE III**

The Company shall have the purpose of engaging in any lawful business and shall have all of the powers set forth in Section 57C-2-02 of the North Carolina General Statutes.

**ARTICLE IV**

The address of the initial registered office and principal office of the Company is 429 27<sup>th</sup> Street N.W., Catawba County, Hickory, North Carolina 28601, and the name of the initial registered agent of the Company at such address is Virginia Bell.

**ARTICLE V**

Except as provided in Section 57C-3-20(a) of the North Carolina General Statutes, the members of the Company shall not be managers by virtue of their status as members.

**ARTICLE V**

The name and address of each person executing these Articles of Organization are:

<u>Name</u>	<u>Address</u>	<u>Capacity</u>
Joc F. Teague, Jr.	Poyner & Spruill LLP 301 S. College Street, Suite 2300 Charlotte, North Carolina 28202	Organizer

**ARTICLE VI**

The organizer shall have the right and power to resign and designate those persons, firms or corporations who shall succeed him. The resignation of the organizer shall not constitute an event of withdrawal described in Section 57C-3-02 of the North Carolina General Statutes.

**ARTICLE VII**

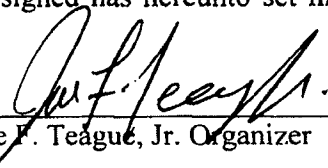
To the fullest extent permitted by the North Carolina Limited Liability Company Act, as it exists or may hereafter be amended, no member of the Company, nor any person who is serving or has served as a manager of the Company, shall be personally liable to the Company or any of its members for monetary damages or breach of duty as a member of manager.

In addition, to the fullest extent permitted by the North Carolina Limited Liability Act, as it exists or may hereafter be amended, the Company shall indemnify all persons who are members or managers of the Company against any of the matters described in N.C.G.S. § 57C-3-32(a)(2). No amendment or repeal of this article, nor the adoption of any provision of these articles of organization inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter which occurred prior to such amendment, repeal or adoption. The members shall have the express authority, pursuant to an operating agreement, to extend and clarify the limitation of liability and indemnity provided hereunder.

**ARTICLE VIII**

These articles shall be effective upon filing in the Office of the North Carolina Secretary of State.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand, this the 3<sup>rd</sup> of November, 2003.

  
\_\_\_\_\_  
Joe F. Teague, Jr. Organizer



**NUNC PRO TUNC ASSIGNMENT  
OF  
UNITED STATES TRADEMARK REGISTRATIONS**

WHEREAS, *SECONDWIND PRODUCTS INCORPORATED*, a California corporation, having a principal place of business at P.O. Box 2300, Paso Robles, California 93447-2300 (hereinafter referred to as "Assignor"), was formerly the exclusive and record owner of the entire right, title and interest in and to the Trademarks and the corresponding United States Trademark Registrations therefor listed in the attached Schedule A (hereinafter referred to as the "Trademarks"):

WHEREAS, *DRYMAX, LLC*, a North Carolina Limited Liability Corporation, having a principal place of business at P.O. Box 99, Granite Falls, North Carolina 28630, (hereinafter referred to as "Assignee"), has acquired and purchased the Trademarks and associated goodwill from Assignor effective May 21, 2004, and is desirous of confirming that it has done so; and

WHEREAS, Assignor and Assignee desire to confirm and perfect the sale and assignment of the Trademarks effective May 21, 2004;

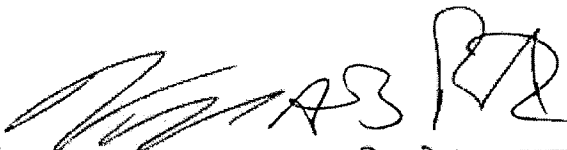
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby acknowledge and confirm that, effective May 21, 2004, Assignor sold, transferred, and assigned to Assignee the entire right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks, and all rights of action against third parties for past infringement thereof, the same to be held

and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this sale, transfer, and assignment not been made.

Assignor hereby warrants and covenants that it had the full power and authority to convey the rights, title and interests herein sold, transferred, and assigned to Assignee, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence Assignee's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Nunc Pro Tunc Assignment to be executed by its duly authorized officer as of the 14<sup>th</sup> day of October, 2005.

SECONDWIND PRODUCTS INCORPORATED

By:   
Name: William A. B. Blythe  
Title: President & CEO

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SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ACTIVE DRY	2,333,771	March 21, 2002
MICROZAP	2,455,837	May 29, 2001