

TRADEMARK ASSIGNMENT

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
Outdoor Lifestyle Holdings, Inc.		11/16/2009	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	New Moosejaw LLC		
Street Address:	32200 North Avis Drive, Suite 100		
City:	Madison Heights		
State/Country:	MICHIGAN		
Postal Code:	48071		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2955083	W	
Registration Number:	3007438	MOOSEJAW	
Registration Number:	1857055	MOOSEJAW MOUNTAINEERING AND BACKCOUNTRYTRAVEL	
Registration Number:	1852733	MOOSEJAW	
Registration Number:	3054559	MOOSEJAW	
Registration Number:	3360882	THE JAW	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8531		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Honigman Miller Schwartz and Cohn LLP		
Address Line 1:	38500 Woodward Avenue, Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		

CH \$165.00 2955083

ATTORNEY DOCKET NUMBER:	205007-86289
NAME OF SUBMITTER:	Julie E. Kretzschmer
Signature:	/Julie E. Kretzschmer/
Date:	05/05/2010
Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the “*Assignment*”) is entered into and effective as of November 16, 2009 by and between Outdoor Lifestyle Holdings, Inc., a Michigan corporation with its principal address at 32200 North Avis Drive, Suite 100, Madison Heights, Michigan, 48071 U.S.A. (the “*Assignor*”), and New Moosejaw LLC, a Delaware limited liability company with its principal address at 32200 North Avis Drive, Suite 100, Madison Heights, Michigan, 48071 U.S.A. (the “*Assignee*”). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Contribution Agreement (defined below), which is expressly incorporated herein by reference together with all exhibits and attachments thereto.

RECITALS

WHEREAS, Assignor is engaged in the retail business specializing in outdoor recreation apparel and gear;

WHEREAS, Assignor desires to irrevocably sell, assign and transfer to Assignee, and Assignee desires to purchase and acquire from Assignor, all of Assignor’s right, title and interest throughout the world in and to the registered and unregistered trademarks, service marks, trade dress, trade names and domain names included in the Contributed Assets and all pending applications for registration or recordation of any trademarks or service marks included in the Contributed Assets in connection with that certain Contribution Agreement of November 16, 2009, by and between Seller and Purchaser (the “*Contribution Agreement*”);

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to assign all registered and unregistered trademarks, service marks, trade dress, trade names and domain names included in the Contributed Assets and all pending applications for registration or recordation of any trademarks or service marks included in the Contributed Assets to Assignee; and

WHEREAS, the parties hereto desire to execute this Assignment to further evidence the assignment by Assignor and the assumption by Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment:

1. Assignor hereby irrevocably sells, transfers and assigns to Assignee all of Assignor’s rights, title and interest throughout the world in and to all registered and unregistered trademarks, service marks, trade dress, trade names and domain names included in the Contributed Assets and all pending applications for registration or recordation of any trademarks,

service marks, trade dress, trade names and domain names included in the Contributed Assets, including but not limited to those described in Exhibit A attached hereto, in word, design or composite formats; said rights, title and interest include, but are not limited to, the goodwill of the business in which such trademarks, service marks, trade dress, trade names and domain names are used; and any and all renewals thereof, together with the right to bring lawsuits and collect for past infringements thereof; and any and all rights and privileges provided under the trademark, unfair competition and other laws of the United States, individual states thereof and all foreign countries, to the extent any such rights exist or come into existence (collectively, the "Rights").

2. Assignee hereby accepts the assignment provided for in Section 1 above.

3. At any time, and from time to time after the date of this Assignment, Assignor shall forthwith, upon Assignee's written request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in Assignee's view in order to vest the aforesaid Rights more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said Rights.

4. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid Rights more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Contributed Assets that may have accrued in Assignor's favor from the respective date of creation of Contributed Assets to the date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise a single instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR

OUTDOOR LIFESTYLE HOLDINGS, INC.
a Michigan corporation


By: K. Carson
Its: CFO

NOTARIZATION

State of Michigan)
) ss.
County of MI)
 Oakland)

On 5, 5, 2010, before me, Laurene G. Funk, personally appeared Kenneth Carson, 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State

(Notarial Seal)

LAURENE G. FUNK
Notary Public, Oakland County, MI
Acting in Oakland County
My Commission Expires February 25, 2014

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNEE:


New Moosejaw, LLC
a Delaware limited liability company

By: K. Carson
Its: CFO

State of Michigan)
County of Oakland SS.

On May 5, 2010, before me, Laurene G. Funk, personally appeared Kenneth Carson, 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 in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State

(Notarial Seal)

LAURENE G. FUNK
Notary Public, Oakland County, MI
Acting in Oakland County
My Commission Expires February 25, 2014

EXHIBIT A

TRADEMARKS

Country	Mark	App #	Reg #	File Date	Reg. Date	Goods Description
CALIFORNIA	LOVE THE MADNESS		63331		04/11/2007	035 - Retail store services
CANADA	MOOSEJAW	1246294	665960	02/07/2005	06/13/2006	* - Water bottles; baseball caps, hats, head bands, jerseys, shirts, shorts; sweat bands, sweat pants, sweat shirts, sweat shorts, tank tops, t-shirts, underclothes; wrist bands; flying discs. ** - Retailing via the Internet, mail order catalogs and retail outlets featuring camping and mountaineering equipment and clothing, advertising the goods and services of others via the Internet and in printed catalogs and advertisements.
ILLINOIS	LOVE THE MADNESS		96983		01/17/2007	S35 - Retail store services
MICHIGAN	MOOSEJAW & DESIGN	M06-443	M06-443	03/31/2004	04/19/2004	039 - Clothing
MICHIGAN	MOOSEJAW MOUNTAINEERING AND BACKCOUNTRY TRAVEL & DESIGN	M78-081	M78-081		10/26/1993	039 - Clothing
MICHIGAN	MOOSEJAW	M26-082	M26-082	07/12/1993	12/22/1993	039 - Clothing
MICHIGAN	LOVE THE MADNESS		M06-269		02/11/2004	100 - Retail store services
MICHIGAN	CP 19 & DESIGN		M06-445		04/19/2004	039 - Clothing
MICHIGAN	DESIGN		M06-447		04/19/2004	39 - Clothing (International Class 25)
NEW YORK	LOVE THE MADNESS		S19840		11/09/2006	035 - Retail store services

PAKISTAN	MOOSEJAW	224330		07/03/2006		025 - Clothing
SOUTH KOREA	MOOSEJAW & DESIGN	312/2007	21919	01/24/2007	01/02/2008	025 - Baseball caps; caps; hats; head bands; jerseys; shirts; shorts; sweat bands; sweat pants; sweat shirts; sweat shorts; tank tops; t-shirts; underclothes; wrist bands 035 - Retailing via Internet featuring camping equipment; retailing via Internet featuring mountaineering equipment; retailing via Internet featuring clothing; retailing via mail order catalogs featuring camping equipment; retailing via mail order catalogs featuring mountaineering equipment; retailing via mail order catalogs featuring clothing; retailing via retail outlets featuring camping equipment; retailing via retail outlets featuring mountaineering equipment; retailing via retail outlets featuring clothing; on-line advertising on a computer network; advertising of published texts; direct mail advertising; advertising by mail order
SOUTH KOREA	MOOSEJAW & DESIGN	27860/2006	720257		08/09/2007	025 - Clothing
UNITED STATES	W DESIGN	78/412,793	2,955,083	05/04/2004	05/24/2005	025 - Clothing, namely, baseball caps; caps; hats; head bands; jerseys; shirts; shorts; sweat bands; sweat pants; sweat shirts; sweat shorts; tank tops; t-shirts; underclothes; and wrist bands.
UNITED STATES	MOOSEJAW & DESIGN	78/412,771	3,007,438	05/04/2004	10/18/2005	025 - Baseball caps; Caps; Hats; Head bands; Jerseys; Shirts; Shorts; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Tank tops; T-shirts; Underclothes; Wrist bands
UNITED STATES	MOOSEJAW MOUNTAINEERING AND BACKCOUNTRY TRAVEL & DESIGN	74/411,846	1,857,055	07/13/1993	10/04/1994	042 - Retail store services featuring camping and mountaineering equipment and clothing.

UNITED STATES	MOOSEJAW	74/411,847	1,852,733	07/13/1993	09/06/1994	042 - Retail store services featuring camping and mountaineering equipment and clothing
UNITED STATES	MOOSEJAW	78/556,832	3,054,559	01/31/2005	01/31/2006	035 - Retailing via the Internet, mail order catalogs and retail outlets featuring camping and mountaineering equipment and clothing, and advertising the goods and services of others via the Internet and in printed catalogs and advertisements
UNITED STATES	THE JAW	78/912,465	3,360,882	06/20/2006	12/25/2007	025 - Hats, t-shirts, sweatshirts 035 - Retail store services in the field of snowboarding equipment, accessories and apparel

DOMAIN NAMES

Domain Name	Expiration Date
adorealoucura.com	10/14/10
adventurewatches.com	09/21/10
campmoosejaw.com	04/08/15
dailyremark.com	04/06/16
denalijacket.com	02/27/11
lovethemadness.com	04/06/16
mooseajw.com	02/28/13
moosebra.com	04/15/16
moosejaw.biz	11/18/13
moosejaw.com	01/24/14
moosejawadventureracing.com	12/19/11
moosejawaffiliates.com	05/03/13
moosejawar.com	12/19/11
moosejawcoupon.com	02/08/11
moosejawcouponcode.com	02/08/11
moosejawcouponcodes.com	02/08/11
moosejawcoupons.net	02/08/11
moosejawkids.com	09/20/10
moosejawlowdown.com	08/02/11
moosejawmadness.com	01/08/14

moosejawmobile.com	07/16/12
moosejawmountain.com	02/08/11
moosejawmountaineer.com	02/08/11
moosejawmountaineering.com	01/04/18
moosejawmountaineering.net	02/08/11
moosejawoutpost.com	03/25/11
moosejawrewards.com	03/28/14
moosejawshades.com	09/20/10
moosejawsucks.com	09/20/11
mosejaw.com	10/14/14
noosejaw.com	10/14/14
northfacecustomerreviews.com	11/19/10
ridemoosejaw.com	02/28/12
skateshoes.us.com	11/19/10
snowboardmoosejaw.com	02/20/12
suuntoamerica.com	07/22/10
suuntousa.net	07/10/12
thallowdown.com	08/05/11
thejaw.com	11/30/16
thejaw.net	04/19/11
thejaw.tv	04/19/11
thejaw.us	04/19/11
thewang.org	05/07/11
thewangfoundation.com	05/04/11