

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
Clinch Gear, Inc.		05/01/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Clinch, LLC		
Street Address:	800 Englewood Parkway		
Internal Address:	Suite C-200		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77390568	CLINCH GEAR	
Serial Number:	85003491	CLINCH GEAR	
CORRESPONDENCE DATA			
Fax Number:	(212)849-7100		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 849-7256		
Email:	meredithschorr@quinnemanuel.com		
Correspondent Name:	Meredith Schorr c/o Quinn Emanuel		
Address Line 1:	51 Madison Avenue		
Address Line 4:	New York, NEW YORK 10010		
ATTORNEY DOCKET NUMBER:	61884		
NAME OF SUBMITTER:	Meredith Schorr		
Signature:	/Meredith Schorr/		

CH \$65.00 77390568

900163580

**TRADEMARK
 REEL: 004216 FRAME: 0709**

Date:

06/02/2010

Total Attachments: 4

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ASSIGNMENT

WHEREAS, CLINCH GEAR, INC., a California corporation, having a place business at 1031 14th Street, San Diego, CA 92101, hereinafter referred to as "Assignor," is the owner of the entire right, title and interest, in the United States and worldwide, in and to the trademarks, trademark registrations thereof and pending applications relating thereto identified on the attached Schedule A (hereinafter "Seller's Registered Trademarks"); and

WHEREAS, CLINCH, LLC., a Delaware limited liability company, having a place of business at 800 Englewood Parkway, Suite C-200, Englewood, Colorado 80110, hereinafter referred to as "Assignee" desires to acquire the entire right, title and interest of Assignor in and to said Seller's Registered Trademarks; and

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to said Seller's Registered Trademarks together with all of the goodwill of the business associated with and symbolized by the Seller's Registered Trademarks.

ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in and to Assignee, its successors, assigns, and legal representatives.

Executed to be effective as of the 1st day of May, 2010.

CLINCH GEAR, INC.

By: Cree

Name: Aaron Cree

Title: G.M.

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN DIEGO)

On this 3rd day of May, 2010, before me personally came Aaron Cree, to me known and known to me to be the President (insert title) of CLINCH GEAR, INC., the Assignor above named, and acknowledged that he executed the foregoing Assignment of Seller's Registered Trademarks on behalf of said Assignor and pursuant to authority duly received.

See Attached Ca. Ack
Notary Public [Signature]

CLINCH, LLC

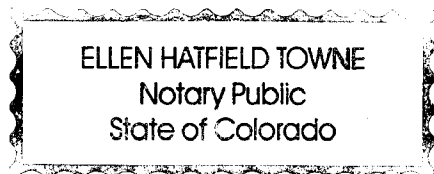
By: [Signature]

Bruce Pettet
Chief Executive Officer

STATE OF COLORADO)
) ss.:
COUNTY OF ARAPAHOE)

On this 3rd day of May, 2010, before me personally came Bruce Pettet, to me known and known to me to be the Chief Executive Officer of CLINCH, LLC., the Assignee above named, and acknowledged that he executed the foregoing Assignment of Seller's Registered Trademarks on behalf of said Assignee and pursuant to authority duly received.

Ellen Hatfield Towne
Notary Public



my commission EXPIRES 6.24.2011

California All-Purpose Acknowledgment

State of California

County of SAN DIEGO } s.s.

On MAY 3, 2010 before me, M. Hower, Notary Public
Name of Notary Public, Title

personally appeared Aaron Crey
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. Hower
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of Assignment of Seller's Registered Trademarks containing 4 pages, and dated 5/1/10

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # 24 Entry # 7

Notary contact: 619-237-1926

Other

- Additional Signer Signer(s) Thumbprints(s)

SCHEDULE A

1. Pending Applications:

Marks	Serial #	Classes		
Clinch Gear	77390568	IC 016. US 002 005 022 023 029 037 038 050. G & S: Stickers; Posters; Photographic prints. FIRST USE: 20070221. FIRST USE IN COMMERCE: 20070221	IC 025. US 022 039. G & S: (Based on Use in Commerce) Open-necked shirts; Shirts; Short-sleeved or long-sleeved t-shirts; Sports shirts; Sports shirts with short sleeves; Sweat shirts; T-shirts; Tee shirts; Board shorts; Shorts; Headgear, namely, hats, caps, and beanies; Wristbands (Based on Intent to Use) Rash guards. FIRST USE: 20040617. FIRST USE IN COMMERCE: 20040617	IC 026. US 037 039 040 042 050. G & S: Embroidered patches for clothing. FIRST USE: 20071001. FIRST USE IN COMMERCE: 20071001
Clinch Gear icon	85003491	IC 025. US 022 039. G & S: Apparel, namely, t-shirts, shirts, shorts, boardshorts, swim suits, pants, sweatshirts, sweatpants, jackets, hats, visors, shoes, sandals, jackets, underwear, socks, and belts	IC 028. US 022 023 038 050. G & S: hand wraps, boxing gloves, shin guards, elbow guards, punching bags, bag stands, jump ropes, medicine balls, kettle balls, resistance bands, mats, toy action figures, trading card games	IC 026. US 037 039 040 042 050. G & S: Embroidered patches for clothing. FIRST USE: 20071001. FIRST USE IN COMMERCE: 20071001