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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
Provo Craft and Novelty Inc.		03/09/2010	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Goal Zero LLC			
Street Address:	4864 Pony Express Road			
City:	lluffdale			
State/Country:	JTAH			
Postal Code:	34065			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark		
Serial Number:	77751122	GOALØ		

CORRESPONDENCE DATA

Fax Number: (213)486-0065

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 972-4500

Email: ptomailmilwaukee@foley.com

Correspondent Name: Jeffrey A. Kobulnick
Address Line 1: Foley & Lardner LLP
Address Line 2: 555 South Flower Street

Address Line 4: Los Angeles, CALIFORNIA 90071-2411

ATTORNEY DOCKET NUMBER:	097296-0101
NAME OF SUBMITTER:	Jill M. Schenk
Signature:	/Jill M. Schenk/
Date:	07/01/2010
	TRADEMARK

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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of March 9, 2010 between PROVO CRAFT AND NOVELTY, INC., a Utah corporation ("Assignor"), and GOAL ZERO LLC, a Delaware corporation ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties."

RECITALS:

WHEREAS, Assignee formerly operated as the GOBE division and now operates as the Goal Zero subsidiary (the "Goal Zero Business") within Assignor's business;

WHEREAS, Assignor have concurrently herewith consummated the establishment of Assignee as a separate legal entity, a wholly-owned subsidiary of Assignor; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks and Patents of Assignor associated with the Goal Zero Business as defined below.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Marks. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks and service marks used exclusively in the Goal Zero Business (the "Marks"), together with that part of the goodwill of the Goal Zero Business associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including, as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.
- 2. Patents. Assignor hereby irrevocably hereby sells, assigns, conveys, grants and transfers unto to Assignee, its successors and assigns, its entire right, title and interest in and to the patent applications set forth on the attached Exhibit B (the "Patents"), along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such patents, and the right to claim the priority date of said patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.
- 3. The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

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- 4. The foregoing assignments are made by Assignor on an "as is," "where is" basis, without any representations or warranties whatsoever. In particular, and without limiting the foregoing, Assignor makes no representations and warranties regarding the Patents or Marks with respect to title, validity or non-infringement.
- 5. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Marks and Patents assigned herein.
- 6. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and assigns.
- 7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 8. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.
- 9. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Utah.

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

PROVO CRAFT AND NOVELTY, I	NC.
Ву:	_
Name: David Chase	SARA HENDRICKS
Title: CFO	COMMISSIONS 576900 COMM. EXP. 12-11-2012
COUNTY OF UTAH)) SS
STATE OF UTAH) ·
personally appeared DAVE MASC	on the

GOAL ZERO LLC	
Name: JOSERH R. ATKIN	SARA HENDRICKS NOTIFY PUBLIC-STATE OF UTIM
Title: <u>COO/CFO</u>	COMMISSIONS 576800 COMM. EXP. 12-11-2012
COUNTY OF UTAH)) SS
STATE OF UTAH)
personally appeared JAPANIN	on the, to me known and known to me to be of legal capacity and ring on the foregoing instrument and ratified the same.
Signed in: Utah County	Notary Public: Sun Hundricks
Dated: 3 9 10	My commission expires: $\frac{12/11/2012}{}$

EXHIBIT A

<u>Marks</u>

Mark	Country	App. No.	Reg. No.	Reg. Date	Classes	Status
GOBE	AUSTRALIA	1246071	1246071	02/19/2009	007, 008, 009, 016	REGISTERED
GOBE	EUROPEAN UNION (CTM)	6979827	6979827	04/29/2009	007, 008, 009, 016	REGISTERED
GOBE	JAPAN	2008-48755	5238992	06/12/2009	007, 008, 009, 016	REGISTERED
GOBE	NEW ZEALAND	790942	790942	07/09/2009	007, 008, 009, 016	REGISTERED
GOBE	UNITED STATES	77/494,430			007, 009, 016	ALLOWED
GOALØ	UNITED STATES	77/751,122			007, 009, 010, 011, 016	PENDING
GOALØ	EUROPEAN UNION (CTM)	8710311			007, 009, 010, 011, 016	PENDING

Exhibit B

Patents

Title	Country	Туре	Serial #	Filed Date	Issue Date	Patent #	Status
System and Method for Storing and Releasing Energy	UNITED STATES	PRV	61/058,109	06/02/2008			EXPIRED PROVISIONAL
System and Method for Storing and Releasing Energy	UNITED STATES	UTL	12/477,085	06/02/2009			PENDING
System and Method for Storing and Releasing Energy	WIPO	UTL	PCT/US2009/046025	06/02/2009			PUBLISHED
Solar Panel	UNITED STATES	DES	29/321,486	07/17/2008	09/01/2009	D599,286	ISSUED
Battery System	UNITED STATES	DES	29/321,479	07/17/2008	09/15/2009	D600,000	ISSUED
Lighting Apparatus; Components Thereof and Assemblies Incorporating the Same	UNITED STATES	PRV	61/261,656	11/16/2009			PENDING
Hinged Array of Photovoltaic Cells (Portable Solar Panel)	UNITED STATES	PRV	61/262,796	11/19/2009			PENDING
Portable Battery Pack (Go Elite Battery)	UNITED STATES	DES	29/350,402	11/16/2009			PENDING
Hinged Photovoltaic Arrays	UNITED STATES	DES	29/350,407	11/16/2009			PENDING
Foldable Solar Panel Support System	UNITED STATES	PRV	61/335,463	01/06/2010			PENDING

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