

) :BRETT SENIOR AND ASSOCIATES COMPANY:125 STRAFFORD AVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

10/13/2010
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodward Camp, Inc.		09/21/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Woodward Camp Properties, Inc.		
Street Address:	134 Sports Camp Drive		
City:	Woodward		
State/Country:	PENNSYLVANIA		
Postal Code:	18882		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76702313	AM BUSH WOODWARD	
CORRESPONDENCE DATA			
Fax Number:	(610)941-0959		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(610) 293-1500		
Email:	brett@seniorimg.com		
Correspondent Name:	Brett Senior and Associates		
Address Line 1:	125 Strafford Ave		
Address Line 2:	Suite 112		
Address Line 4:	Wayne, PENNSYLVANIA 19087		
NAME OF SUBMITTER:	Gary Ream		
Signature:	/Gary Ream/		
Date:	10/13/2010		
Total Attachments: 3			

OP \$40.00 76702313

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TRANSFER AND ASSIGNMENT OF TRADEMARK

THIS AGREEMENT is made this 21 day of September, 2010 by and between **WOODWARD CAMP, INC.**, a Pennsylvania corporation, with a principal place of business at 134 Sports Camp Drive, Woodward, Pennsylvania (hereinafter "Transferor"); and **WOODWARD CAMP PROPERTIES, INC.**, a Pennsylvania corporation, with a principal place of business at 134 Sports Camp Drive, Woodward, Pennsylvania (hereinafter "Transferee").

WHEREAS, Transferor owns the federal registration and rights to **AM BUSH WOODWARD**, U.S. Trademark Application Serial No. 76702313 ("Licensed Trademark").

WHEREAS, Transferor has adopted and used the ("Licensed Trademark") to provide amateur skateboarding, **BMX, MOTOX** and **FM Motorcycle competitions and instruction**;

WHEREAS, Transferor has established substantial secondary meaning in the Licensed Trademark due to its long and widespread use and promotion of the Licensed Trademark and the products and services for which they are used, as a result of which the Licensed Trademark have become well-known and recognized by the general public and associated in the public mind with Transferor;

WHEREAS, Transferor desires to continue to utilize the Licensed Trademark upon and in connection with the operation of a sports camp as hereinbefore described; and

WHEREAS, Transferor intends to transfer ownership and irrevocably assign all rights, title and interest in the Licensed Trademark to Transferee.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby agreed:

1. **TRANSFER OF TRADEMARK**: Transferor hereby transfers ownership and irrevocably assigns to Transferee all rights, title and interest in the Licensed Trademark and the full and exclusive right to use the Licensed Trademark subject only to the right of Transferor to continue to use the Licensed Trademark in connection with its business operations.
2. **CONSIDERATION**: In consideration of the transfer of ownership and assignment of all rights, title and interest in the Licensed Trademark, Transferee hereby agrees to assume any and all obligations and liabilities of Transferor incurred or arising from the prior use and/or assignment of the Licensed Trademark by Transferor and agrees to be subject to and bound by the terms and conditions of any license agreements or assignments previously entered into by Transferor with respect to the Licensed Trademark.
3. **PROTECTION OF RIGHTS IN THE LICENSED TRADEMARK**: Transferor agrees to assist the Transferee to the extent necessary to protect any of Transferee's rights to and

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use of the Licensed Trademark, and Transferee shall have the sole and exclusive right to commence or prosecute any claims or suits for infringement or imitation in its own name or in the name of Transferor or join Transferor as a party thereto. Transferor shall notify Transferee in writing of any infringements or imitations by others in the Licensed Trademark on articles or in connection with services the same as or similar to those covered by this Agreement which may come to Transferor's attention, and Transferee shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations. Transferor shall not institute any suit or take any action on account of any such infringements or imitations without first obtaining the written consent of the Transferee.

4. **EXCLUSIVITY AND TRANSFERABILITY:** The transfer of the Licensed Trademark and all rights, title and interest therein are exclusive to Transferee and Transferee shall have the right to transfer or assign any rights conferred herein to any other party.
5. **WARRANTY:** Transferor warrants that it is the sole owner of the Licensed Trademark and all rights, title and interest therein and that neither this Agreement nor any of the rights transferred or assigned herein violate any other party's rights or interests.
6. **INDEMNITY:** Transferor assumes no liability to Transferee or to any third parties with respect to the use of the Licensed Trademark by Transferee. Transferee agrees that Transferor shall have no liability, and that Transferee will indemnify, defend and hold Transferor harmless against any and all damages, liabilities, attorney's fees or costs incurred by Transferor in defending against any third-party claims or threats of claims arising from Transferee's use or assignment of the Licensed Trademark.
7. **RELATIONSHIP OF THE PARTIES:** This Agreement creates no agency relationship between the parties hereto, and nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and Transferee shall have no power to obligate or bind Transferor in any manner whatsoever. However, Transferor shall be considered a related company for the purposes of establishing trademark rights in the Licensed Trademark based on Transferor's use thereof, and Transferor's use of the Licensed Trademark shall inure to the benefit of Transferee.
8. **NOTICES:** All notices and statements shall be given or made at the respective addresses of the parties as set forth above unless notification of a change of address is given in writing, and the date of mailing shall be deemed the date the notice or statement is given.
9. **NO WAIVER, ETC.:** None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represent the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof and either party may, within the time provided by applicable law, commence

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appropriate legal proceedings to enforce any or all of such rights. No person, firm, group or corporation other than Transferee and Transferor shall be deemed to have acquired any rights by reason of anything contained in this Agreement.

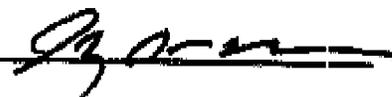
- 10. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns.
- 11. **LAW GOVERNING:** This Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date and year first above written:

WOODWARD CAMP, INC.

WOODWARD CAMP PROPERTIES, INC.

By: 
Gary Ream, President

By: 
Gary Ream, President