

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
Altra Sports, LLC	FORMERLY Altera Sports, LLC	03/10/2011	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	ICON-Altra LLC		
Street Address:	1500 South 1000 West		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85044289	ALTRA	
Serial Number:	85031884		
Serial Number:	77927618	ZERO DROP	
CORRESPONDENCE DATA			
Fax Number:	(602)382-6070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6023826000		
Email:	pdemello@swlaw.com		
Correspondent Name:	J. Damon Ashcraft, c/o SNELL & WILMER		
Address Line 1:	400 E. Van Buren		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	58336.0005		
NAME OF SUBMITTER:	J. Damon Ashcraft		

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**TRADEMARK
 REEL: 004525 FRAME: 0037**

Signature:	/J. Damon Ashcraft/
Date:	04/19/2011
Total Attachments: 7 source=58336.0005.IPAsgn#page1.tif source=58336.0005.IPAsgn#page2.tif source=58336.0005.IPAsgn#page3.tif source=58336.0005.IPAsgn#page4.tif source=58336.0005.IPAsgn#page5.tif source=58336.0005.IPAsgn#page6.tif source=58336.0005.IPAsgn#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

Pursuant to the Asset Purchase Agreement, dated as of March 10, 2011 (the “**Purchase Agreement**”), by and among ICON-Altra LLC, a Utah limited liability company (the “**ASSIGNEE**”), Altra Sports, LLC, a Utah limited liability company (“**ALTRA**”), Golden Harper, an individual, Brian Beckstead, an individual, Jeremy Howlett, an individual, Quirl Hansen, an individual and Heath Thurston, an individual (collectively the “**PRINCIPALS**”).

RECITAL

ALTRA and PRINCIPALS have agreed, pursuant to the Purchase Agreement, to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of ALTRA and PRINCIPALS’ worldwide right, title and interest in, to and under ALTRA’s (a) registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, (b) registered and unregistered domestic and foreign copyrights and copyright applications and/or copyright rights, (c) patents, patent applications, or any patentable subject matter whether or not it was set forth in a patent application, (d) Internet domain names and any access codes to any social media websites; (e) trade dress, including the overall “look and feel” of goods sold by ALTRA; and (f) any of the PRINCIPALS’ interest in the foregoing that relate to the PRINCIPALS’ duties and scope of employment or duties to ALTRA; all of the foregoing is collectively referred to as “Intellectual Property” herein.

ASSIGNMENT

1. Assignment of Intellectual Property Rights. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ALTRA and PRINCIPALS hereby sell, convey, transfer and assign unto ASSIGNEE, effective as of as of the date the parties’ respective signatures are affixed hereto, all right, title and interest in and to, all of the Intellectual Property owned by ALTRA and PRINCIPALS, including without limitation, the patents, patent applications, patentable subject matter, trademarks, trade dress, service marks, domain names, access to social media websites, and applications and registrations thereto, and the goodwill associated therewith identified on Schedule A, and any other Intellectual Property and any common law rights and goodwill associated therewith irrespective of whether it is listed on Schedule A, as well as any rights ALTRA and PRINCIPALS may have acquired by virtue of their use of the Intellectual Property, including any and all legal and equitable causes of action for any past, present or future infringement or unauthorized use of the Intellectual Property and the right to recover for all damages for such infringements, such Intellectual Property to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and entirely as the same would have been held and enjoyed by ALTRA and PRINCIPALS had this Assignment not been made.

2. Intent-to-Use Trademark Applications. ASSIGNEE, ALTRA, and PRINCIPALS hereby acknowledge that the assignment of any “intent-to-use” trademark application filed under section 1 (b) of the Lanham Act are proper as ASSIGNEE is a successor of ALTRA’s business to which these trademark applications pertain and the business is ongoing and existing.

3. Transfer of Related Items. ALTRA and PRINCIPALS further agrees to transfer to ASSIGNEE, without further remuneration, all legal files, documents and items relating to the foregoing assigned rights or that are associated with the Intellectual Property. Further, ALTRA and PRINCIPALS agrees to transfer all domain names and access to various social media websites to ASSIGNEE on the Effective Date of the Purchase Agreement.

4. Further Actions. Assignor ALTRA and PRINCIPALS agree, upon request of ASSIGNEE, and without further remuneration, to promptly provide ASSIGNEE with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in ASSIGNEE, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes, transferring domain names as set forth above, and testifying on ASSIGNEE's behalf about this Assignment.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Moreover, Assignor and Assignee hereby agree and consent to the exclusive jurisdiction of federal and state courts in Salt Lake County, Utah should this Assignment be subject to litigation.

6. Severability. If any provision of this Assignment or the application thereof is held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever.

7. Recitals and Exhibit. The recitals and Exhibits form part of this Agreement. However, the failure to list any part of the Intellectual Property on Exhibit A shall not be interpreted as omitting that item as part of the Intellectual Property. Exhibit A lists exemplary items of Intellectual Property and is meant for illustrative and exemplary purposes only.

8. Binding Effect. This Assignment shall apply to, be binding in all respects upon, and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronic copy hereof or signature hereon shall, for all purposes, be deemed an original.

Dated this 10th day of March, 2011.

"Altra"

Altra Sports, LLC,
a Utah limited liability company

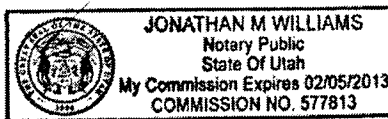
By: [Signature]
Name: K. Golden Harper
Title: Owner / Manager

State of Utah)
) ss.:
County of Utah)

On this ____ day of March, 2011, before me, personally appeared K. Golden Harper, manager of Altra Sports, LLC, a Utah limited liability company, personally known to me (or 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.

[Signature]
Notary Public



Signed: _____

Name: **Jeremy Howlett**

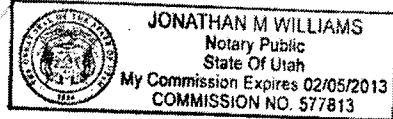
State of Utah)
) ss.:
County of Utah)

On this 9th day of March, 2011, before me, personally appeared Jeremy Howlett, personally known to me (or 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.

[Signature]

Notary Public



Signed: _____

Name: **Quirl Hansen**

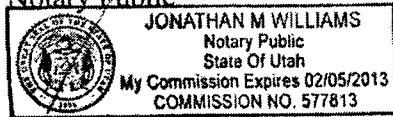
State of Utah)
) ss.:
County of Utah)

On this 9th day of March, 2011, before me, personally appeared Quirl Hansen, personally known to me (or 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.

[Signature]

Notary Public



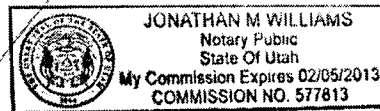
Signed: [Signature]
Name: Heath Thurston

State of Utah)
) ss.:
County of Wich)

On this 9th day of March, 2011, before me, personally appeared Heath Thurston, personally known to me (or 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.

[Signature]
Notary Public



SCHEDULE A
To
Assignment of Intellectual Property
Pending Trademark Applications



U.S. Trademark Application Serial No. 85/044,289 filed on May 20, 2010.



U.S. Trademark Application Serial No. 85/031,884 filed on May 6, 2010.

ZERO DROP U.S. Trademark Application Serial No. 77/927,618 filed on February 4, 2010

Unregistered Service marks and Trademarks

ALTRA™

RUN NATURAL™

THE EVE™

THE INTUITION™

THE LONE PEAK W'S™

THE ADAM™

THE LONE PEAK™

THE INSTINCT™

NRST™

NRS NATURAL RIDE SYSTEM™

A-BOUND™

ASYMETRIC LACING™

HEELCLAW™

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