

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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 PROPERTIES, INC.		07/01/2011	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	POWDR-WOODWARD PA LLC
Street Address:	1790 Bonanza Drive
Internal Address:	Suite W-201
City:	Park City
State/Country:	UTAH
Postal Code:	84060
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3974706	COLONY OF SUMMER
Serial Number:	85298744	THE CAGE
Serial Number:	85198141	LOT 8
Registration Number:	3957944	CLOUD 9
Registration Number:	3753517	WOODWARD CAMP
Registration Number:	2677663	CAMP WOODWARD
Registration Number:	2522557	WOODWARD
Registration Number:	3756398	WOODWARD BEIJING
Serial Number:	85182220	WOODWARD CAMP
Registration Number:	3933147	AM BUSH WOODWARD
Serial Number:	85305645	WOODWARD RAMPS & RAILS
Registration Number:	3933148	WOODWARD SURF CAMP

CH \$315.00 3974706

CORRESPONDENCE DATA

Fax Number: (714)427-7799
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-427-7000
Email: cneu@swlaw.com
Correspondent Name: Gregg Sultan, SNELL & WILMER L.L.P.
Address Line 1: 600 Anton Boulevard
Address Line 2: Suite 1400
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	37173-0045
NAME OF SUBMITTER:	Gregg Sultan
Signature:	/Gregg Sultan/
Date:	07/07/2011

Total Attachments: 9
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ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY (the "*Assignment*") is made as of July 1, 2011, by and among Woodward Camp, Inc., a Pennsylvania corporation ("*Woodward PA*"), Sports Management Group, Inc., a Pennsylvania corporation ("*SMG*"), Sports Partners, LP, a Pennsylvania limited partnership ("*SP LP*"), Woodward Camp Properties Inc., a Pennsylvania corporation ("*Woodward Properties*"), and Woodward China, LLC, a Pennsylvania limited liability company ("*Woodward China*") (jointly, severally, and collectively, "*Assignor*") on the one hand, and Powdr-Woodward PA LLC, a Delaware limited liability company ("*Assignee*") on the other hand, under the following circumstances:

BACKGROUND:

This Assignment is being executed and delivered pursuant to that certain Purchase and Sale Agreement by and among Assignor, Woodward of California, Inc., a California corporation ("*Woodward California*"), Woodward West, LLC, a California limited liability company ("*Woodward West*"), Woodward Hospitality, LLC, a California limited liability company ("*Woodward Hospitality*"), the Equity Owners (as defined in the Purchase Agreement) and Michael Stillman on the one hand, and Powdr Corp., a Delaware Corporation ("*Powdr*"), Powdr Woodward - CA LLC ("*Powdr CA*") and Assignee on the other hand, dated as of July 1, 2011 ("*Purchase Agreement*"). All initially capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1. Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Transferred Intellectual Property set forth in **Exhibit A** attached hereto and all pending or inchoate actions or claims related to any of the foregoing, including the right to sue for past infringement or breaches of contract.
2. Assignee hereby accepts this assignment and assumes the performance of and agrees to be bound by all of the terms, covenants and conditions arising or accruing in connection with the Transferred Intellectual Property on the Assignor's part to be performed and Assignee does hereby assume all obligations of Assignor arising or to be performed by Assignor in connection with the Transferred Intellectual Property from and after the date hereof or as otherwise included in the Assumed Liabilities.
3. Assignor agrees that on written request and without further consideration, but at the sole cost and expense of Assignee, to render all reasonably requested assistance to Assignee to establish or protect Assignee's rights in and to the Transferred Intellectual Property.
4. This Assignment may be executed in one or more counterparts, and each signatory hereto may sign on a separate counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically

form one document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.


5. The assignments and assumptions made in this Assignment are made solely to the extent required at Closing by the Purchase Agreement. This Assignment is expressly made subject to the Purchase Agreement, and any conflict between the terms of this Assignment and the terms of the Purchase Agreement shall be construed in favor of the Purchase Agreement.

[signatures appear on following page]


IN WITNESS WHEREOF, this Assignment has been executed as of the date and year first above written.

ASSIGNOR:

WOODWARD CAMP, INC.


By: 
Michael P. Stillman
Authorized Person

SPORTS MANAGEMENT GROUP, INC.


By: 
Michael P. Stillman
Authorized Person

SPORTS PARTNERS, LP


By: Sports Activities Corp., its General Partner

By: 
Michael P. Stillman
Authorized Person

WOODWARD CHINA, LLC

By: 
Michael P. Stillman
Authorized Person

WOODWARD CAMP PROPERTIES INC.

By: 
Michael P. Stillman
Authorized Person

ASSIGNEE:

POWDR-WOODWARD PA LLC

By: Powdr Corp., its Manager

By: _____

Its: _____

EXHIBIT A

DESCRIPTION OF TRANSFERRED INTELLECTUAL PROPERTY

U.S. Marks

1. COLONY OF SUMMER for "Digital media, namely, pre-recorded video cassettes, digital video discs, digital versatile discs, downloadable audio and video recordings, DVDs, and high definition digital discs featuring skateboarding, inline skating and BMX freestyle, used to promote and market a sports camp," Registration No. 3,974,706.
2. THE CAGE for "Providing facilities for recreational activities, namely, inline skating, skateboarding and bike riding," U.S. Trademark Application Serial No. 85298744.
3. LOT 8 for "Providing facilities for recreational activities, namely, for inline skating, skateboarding and bike riding at a sports camp," U.S. Trademark Application Serial No. 85198141.
4. CLOUD 9 for "Providing facilities for recreational activities, namely, gymnastics, inline skating, skateboarding and BMX freestyle," Registration No. 3,957,944.
5. WOODWARD CAMP for "Sports camp featuring gymnastics, tumbling, dance, cheerleading, inline skating, skateboarding, BMF freestyle, MOTOX and FMX motorcycle," Registration No. 3,753,517.
6. CAMP WOODWARD for "Entertainment services, namely, providing a sports camp featuring skateboarding, gymnastics, inline skating, and BMX freestyle bicycling and racing," Registration No. 2,677,663.
7. WOODWARD (with tracks design) for "entertainment services, namely, providing a sports camp featuring skateboarding, gymnastics, inline skating, BMX freestyle and racing, and other recreational activities," Registration No. 2,522,557.
8. WOODWARD BEIJING (with tracks design) for "Sports camp featuring gymnastics, tumbling, dance, cheerleading, inline skating, skateboarding, BMF freestyle, Motox and FMX motorcycle," Registration No. 3,756,398.
9. WOODWARD CAMP for "SPORTS CAMPS," U.S. Trademark Application Serial No. 85182220.
10. WOODWARD SURF CAMP (and Design) for "To provide amateur surf camp, surf instruction and competitions in the area of surfing," Registration No. 3,933,148.
11. AM BUSH WOODWARD (and Design) for "To provide amateur skateboarding, BMX, MOTOX and FM Motorcycle competitions and instruction," Registration No. 3,933,147.

12. WOODWARD RAMPS & RAILS for "Equipment for skateboard parks for skateboarding, inline skating, and BMX freestyle biking, namely, ramps, rails, boxes, wedges, corners, ledges, stairs, jumps, escalator walls, pipes, flooring, curbing and combinations and modules using ramps, rails, boxes, wedges, corners, ledges, stairs, jumps, escalator walls, pipes, flooring, curbing" U.S. Trademark Application Serial No. 85305645.

Foreign Marks

1. WOODWARD for "Playground and skate park action sports equipment, namely, ramps and rails for skateboarding, inline skating and BMX bike freestyle; sporting apparatus and equipment" and "Entertainment services, namely, providing a sports camp featuring skateboarding, gymnastics, inline skating, BMX freestyle and racing, and other recreational activities; provision of sporting facilities, provision of recreational facilities; education and tuition in relation to sporting and recreational activities," No. 2828150 in the **EU, not WIPO**

2. WOODWARD RAMPS AND RAILS for "Playground and skate park action sports equipment, namely, ramps and rails for skateboarding, inline skating and BMX bike freestyle; sporting apparatus and equipment," No. 2828499 in the **EU, not WIPO**

3. WOODWARD (with tracks design) for "Entertainment services, namely, providing a sports camp featuring skateboarding, gymnastics, inline skating, BMX freestyle and racing, and other recreational activities," No. TMA641926 in **Canada**

4. WOODWARD RAMPS AND RAILS for "Playground and skate park action sports equipment, namely, ramps and rails for skateboarding, inline skating and bmx bike freestyle," No. TMA661633 in **Canada**

5. WOODWARD for "Entertainment Services, providing a sports camp featuring skateboarding, gymnastics, inline skating, BMX freestyle and racing, and other recreational activities," No. 4689933 in **Japan**

6. WOODWARD for "Entertainment, sporting and recreation services, namely providing a sports camp featuring skateboarding, gymnastics, inline skating, cycling, racing, and other recreational activities," No. T0214241I in **Singapore**

7. WOODWARD RAMPS AND RAILS for "Park playground apparatus and skate park action sports apparatus namely ramps and rails for skateboarding, inline skating and BMX bike freestyle; all being apparatus for sports," No. T0213174C in **Singapore**

8. WOODWARD for "entertainment services, namely, providing a sports camp featuring skateboarding, gymnastics, inline skating, BMX (bicycle motocross) freestyle and racing, and other recreational activities," No. 200314248 in **Hong Kong**

9. WOODWARD RAMPS AND RAILS for “playground and skate park action sports equipment, namely, ramps and rails for skateboarding, inline skating and BMX (bicycle motocross) bike freestyle,” No. 200314249 in **Hong Kong**
10. WOODWARD for “Entertainment services, providing a sports camp featuring skateboarding, gymnastics, inline skating, BMX freestyle and racing, and other recreational activities,” No. 3316821 in **China**
11. WOODWARD for “Skateboards, in-line skates,” No. 5693654 in **China** - This mark is registered in China and is not due for renewal until 11/13/19.
12. WOODWARD for “Bicycle stands, Cycle stands, Chains (Cycle -), Cycle handle bars, Bicycle brakes, Bicycle saddles, Bicycle frames, Tricycles,” No. 5693719 in **China**
13. WOODWARD, in Class 41, No. 793717 in **Mexico**
14. WOODWARD for “Entertainment services, namely, providing a sports camp featuring skateboards, gymnastics, inline skating, BMX freestyle and racing, an dother recreational activities,” No. 504132 in **Switzerland**
15. WOODWARD RAMPS AND RAILS for “Gymnastics appliances for playground and skate park actions sports namely, ramps and rails for skateboarding and ramps and rails for inline skating and bicycle motocross freestyle,” No. 3316822 in **China**
16. WOODWARD RAMPS AND RAILS for “Playground and skate park action sports equipment, namely, ramps and rails for skateboarding, inoline skating and BMX bike freestyle,” No. 504133 in **Switzerland**
17. WOODWARD RAMPS AND RAILS for “Ramps for skateboarding, inline skating and BMX bike freestyle, and Rails for skateboarding, inline skating and BMX bike freestyle,” No. 4671102 in **Japan**
18. WOODWARD RAMPS AND RAILS, No. 564913 in **Mexico**

U.S. Patents

1. U.S. Pat. No. 6,533,671
2. U.S. Pat. App. No. 12/361,933
3. U.S. Pat. App. No. 12/573,945

Domain Names

actionsportscamp.com
actionsportscamp.net

actionsportscamp.org
campwoodward.com

campwoodward.net
campwoodward.org
campwoodwardwest.com
campwoodwardwest.net
campwoodwardwest.org
ibmxff.com
ibmxff.info
ibmxff.net
ibmxff.org
internationalbmxfreestylefederation.com
internationalbmxfreestylefederation.info
internationalbmxfreestylefederation.net
internationalbmxfreestylefederation.org
internationalskateboardingfederation.com
internationalskateboardingfederation.info
internationalskateboardingfederation.net
internationalskateboardingfederation.org
usabmxff.com
usabmxff.info
usabmxff.net
usabmxff.org
usabmxfreestyle.com
usabmxfreestyle.info
usabmxfreestyle.net
usabmxfreestyle.org
woodwardam.com
woodwardam.net
woodwardam.org
woodwardcamp.com
woodwardcamp.net
woodwardcamp.org
woodwardcampwest.com
woodwardcampwest.net
woodwardcampwest.org
woodwardlive.org
woodwardskatepark.info
woodwardskatepark.net
woodwardskatepark.org
woodwardwest.com
woodwardwest.net
woodwardwest.org
ambushbmx.com
campwoodward.com.tw
campwoodward.tv
campwoodward.tw
WOODWARDAMBUSH.COM

WOODWARDAMBUSHBMX.COM
WOODWARDAMBUSHSKATE.COM
WOODWARDBEIJING.COM
WOODWARDBEIJING.NET
WOODWARDBEIJING.ORG
WOODWARDTV.COM
woodwardsurf.com
campwoodwardsurf.com
woodwardbeijing.com.cn
beijingwoodward.com
beijingwoodward.cn
beijingwoodward.com.cn
woodwardchina.com
woodwardbeijing.cn
woodwardopen.com
woodwardeverywhere.com
woodwardeverywhere.net
woodwardeverywhere.org
woodwardskool.com
woodwardskool.net
woodwardskool.org
campwoodwardacademy.com
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woodwardcam.org
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woodwardwestyou.org
woodwardgermany.com
woodwardeurope.com
campwoodward.edu
campwoodward.de

woodwardaustralia.com
woodwardsydney.com
campwoodwardaustralia.com
campwoodwardsydney.com
woodwardmelbourne.com
campwoodwardmelbourne.com
woodwardthailand.com
woodwardbangkok.com
campwoodwardthailand.com
campwoodwardbangkok.com
campwoodward.at
campwoodward.it
campwoodward.fr

campwoodward.ch
campwoodward.cz
campwoodward.nl
campwoodward.fr
campwoodward.ro
campwoodward.eu.com
campwoodward.ru
woodwardurbanlifestylecenter.com
urbanlifestylecenter.com
woodwardlifestylecenter.com
woodwardurbancenter.com
woodwardsurfcamp.com
woodwardsurfcamps.com