

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
FRANK VOGEL, LLC		05/13/2013	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	NITE IZE, INC.		
Street Address:	5660 Central Avenue		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4205539	STEELIE	
CORRESPONDENCE DATA			
Fax Number:	3038949239		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-830-1776		
Email:	IPDocketing@pattonboggs.com		
Correspondent Name:	PATTON BOGGS LLP		
Address Line 1:	2550 M Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	024338.0100		
NAME OF SUBMITTER:	Theresa Cope		
Signature:	/Theresa Cope/		

Date:

09/05/2013

Total Attachments: 2

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THIS ASSIGNMENT, made this ___th day of December, 2012, by Frank Vogel, LLC (hereinafter referred to as "**Assignor**"), a Colorado limited liability company located at 3044 Valmont Road, Boulder, Colorado 80301;

WHEREAS, Assignor has secured United States Trademarks for the "STEELIE" mark, set forth in Registration No. 4,205,539 (the "Trademark") and other related marks; and

WHEREAS, Nite Ize, Inc., a Colorado corporation organized under and pursuant to the laws of United States of America having its principal place of business at 5660 Central Avenue, Boulder, Colorado, 80301 (hereinafter referred to as "**Assignee**"), is desirous of acquiring the entire right, title and interest in and to said Trademark, including any and all United States trademark applications, and any U.S. or foreign trademarks, and any and all related trademarks developed by or acquired by Assignor as of the date of this Assignment.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned Trademark, including any and all United States trademark applications, and any U.S. or foreign trademarks, and any and all related trademarks developed by or acquired by assignor as of the date of this Assignment.

AND for the same consideration, Assignor hereby represents and warrants to Assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said Trademarks, and that the same is unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Trademark or application for said Trademark without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Trademark in any country is lawful and desirable.

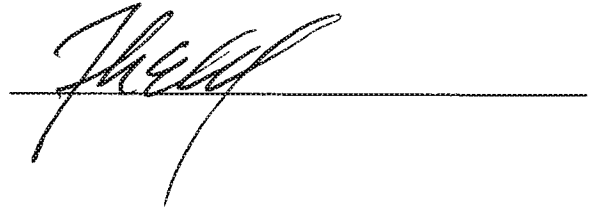
AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Trademark of the United States to Assignee, as Assignee of said Trademarks to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

PATTON BOGGS LLP, All practitioners at Customer Number 32042

AND Assignor acknowledges an obligation of assignment of this Trademark to Assignee at the time the Assignment was made.

Date: 5-13-13 Signature: _____

A handwritten signature in black ink, appearing to be "J. H. [unclear]", written over a horizontal line.