

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
Aura360 Ventures LLC		09/10/2013	LIMITED LIABILITY COMPANY: MAINE
RECEIVING PARTY DATA			
Name:	Powdr Enterprises 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: 1			
Property Type	Number	Word Mark	
Registration Number:	3123613	WORLD OF ADVENTURE SPORTS	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	602-382-6572		
Email:	krigby@SWLAW.COM		
Correspondent Name:	Eric Nielsen, Snell & Wilmer L.L.P.		
Address Line 1:	400 East Van Buren		
Address Line 2:	One Arizona Center		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	37173.09000		
NAME OF SUBMITTER:	Eric Nielsen		

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Signature:	/Eric Nielsen/
Date:	09/12/2013
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

EXHIBIT 5.3.3

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is executed as of September 10, 2013 (the "Effective Date"), by and between World of Adventure Sports LLC, a Maine limited liability company with its principal place of business at 28 Danforth Street, Suite 210, Portland, MAINE 04101 ("Seller"), Aura360 Ventures LLC, a Maine limited liability company with its principal place of business at 28 Danforth Street, Suite 210, Portland, MAINE 04101 ("Aura360," and together with Seller, "Assignor"), and Powdr Enterprises LLC, a Delaware limited liability company with its principal place of business at 1790 Bonanza Drive, Suite W-201, Park City, UTAH 84060 ("Assignee").

RECITALS

WHEREAS, Aura360 previously assigned all of its right title and interest in and to the Mark (defined below) to Seller;

WHEREAS, pursuant to and in accordance with that certain Asset Purchase Agreement dated as of September 10, 2013 (the "Purchase Agreement") by and between Seller, and Assignee as Buyer, Assignee is purchasing substantially all of the assets related to Seller's Business; and

WHEREAS, in connection with the conveyance of the Seller's Business assets to Buyer, Aura360, having previously assigned all of its beneficial right, title, and interest in and to the Mark to Seller, and Assignee have agreed that all of Assignor's right, title and interest in the Mark, together with any right, title, or interest of Seller, shall be conveyed to Assignee.

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to U.S. Trademark Registration Serial No. 3,123,613 for the mark WORLD OF ADVENTURE SPORTS (the "Mark") (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Assignee is hereby authorized to record this Assignment with the United States Patent & Trademark Office and any similar office of any country or countries foreign to the United States.

3. The Assignor hereby further assigns, transfers and conveys to the Assignee any and all claims that Assignor may hold for damages for reason of past, present or future infringement of the Mark.


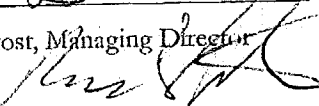
4. To the extent Assignor retains any right, title or interest in or to the Mark that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Mark. Assignor shall make no further use of the Mark for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Mark after the date of this Assignment.

5. For clarity, this Assignment is executed by Aura360 as an accommodation and to facilitate the sale by Seller of all or substantially all of its assets to Assignee and in no event shall Aura360 have any liability to Buyer or any other party under or in connection this Assignment.

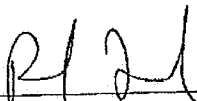
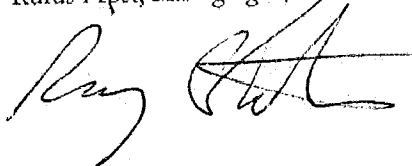
6. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in multiple counterparts, all of which when duly delivered taken together, shall be binding on the Parties.

The Parties have executed this Assignment on the Effective Date.

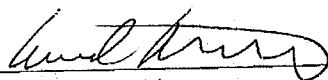
World of Adventure Sports LLC

By: 
Rufus Frost, Managing Director


Aura360 Ventures LLC

By: 
Rufus Frost, Managing Director


Powdr Enterprises LLC

By: 
Wade Martin, President