

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sombrio Freewear Company Ltd.		01/21/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Sugoi Performance Apparel Limited Partnership		
Street Address:	4084 McConnell Court		
City:	Burnaby, B.C.		
State/Country:	CANADA		
Postal Code:	V5A 3N7		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2796481	SOMBRIO	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4142733500		
Email:	bgilpin@gklaw.com		
Correspondent Name:	Brian G. Gilpin		
Address Line 1:	780 NORTH WATER STREET		
Address Line 2:	Godfrey & Kahn, S.C.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	055485-1067		
DOMESTIC REPRESENTATIVE			
Name:	Brian G. Gilpin		
Address Line 1:	780 North Water Street		
Address Line 2:	Godfrey & Kahn, S.C.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Brian G. Gilpin		
SIGNATURE:	/bgg/		

CH \$40.00 2796481

DATE SIGNED:	08/14/2014
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Total Attachments: 6
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BILL OF SALE (ABSOLUTE)

THIS BILL OF SALE dated as of the 21/day of January, 2014.

BETWEEN:

**D. MANNING & ASSOCIATES INC.
COURT-APPOINTED RECEIVER OF
SOMBRIO FREEWEAR COMPANY LTD.**

(not in its personal capacity)
Suite 520 – 625 Howe Street
Vancouver, B.C.
CANADA V6C 2T8

(the "Vendor")

OF THE FIRST PART

AND:

SUGOI PERFORMANCE APPAREL LIMITED PARTNERSHIP

4084 McConnell Court
Burnaby, B.C.
CANADA V5A 3N7

(the "Purchaser")

OF THE SECOND PART

WHEREAS:

1. The Vendor is possessed of the property described in Schedule "A" hereto;
2. Pursuant to the terms of an offer dated January 16, 2014, made between the Vendor and the Purchaser, and approved by Order of Mr. Justice Silverman of the Supreme Court of British Columbia under Action No. S-138481 (Vancouver Registry) on January 16, 2014, it was agreed that the Vendor shall sell and the Purchaser shall purchase certain assets of the Vendor, all as described in Schedule "A" hereto.

Now THEREFORE THIS BILL OF SALE WITNESSETH that, in consideration of the payment by the Purchaser to the Vendor of the Purchase Price (as hereinafter defined) (the receipt and sufficiency of which is hereby acknowledged by the Vendor), the Vendor and the Purchaser agree as follows:

PART 1 - DEFINITIONS AND INTERPRETATION

1.01 Definitions - In this Bill of Sale

- a. "Purchased Assets" means the assets of the Vendor more particularly described in Schedule "A".
- b. "Excluded Assets" means the assets of the Vendor more particularly described in Schedule "B".
- c. "Purchase Price" means Canadian funds in the amount of
**NINE HUNDRED AND TWO THOUSAND (\$902,000.00) DOLLARS,
EXCLUDING APPLICABLE TAXES.**

1.02 Headings

The headings hereunder are inserted for convenience of reference only, and shall not affect the construction or interpretation of this Bill of Sale.

1.03 Governing Law

This Bill of Sale shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.

1.04 Enurement

This Bill of Sale and all its provisions shall enure to the benefit of, and be binding upon, the parties hereto and their respective administrators, successors and assigns.

PART 2 - TRANSFER OF ASSETS

2.01 Transfer

The Vendor hereby grants, sells, assigns, transfers and sets over to the Purchaser for the use of the Purchaser absolutely, all of the Vendor's right, title, and interest, in and to the Purchased Assets.

PART 3 - REPRESENTATIONS, WARRANTIES AND ASSURANCES

3.01 No Representations, and Warranties by Vendor

The Purchaser agrees, and it is understood, that the Vendor makes no representation or warranty to the Purchaser as to the condition, title or merchantability of the Purchased Assets or as to their fitness for any purpose and it is understood that the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis and the Vendor shall incur no liability hereunder to the Purchaser with respect to the Purchased Assets. The Purchased Assets are sold free and clear of all registered encumbrances in the Personal Property Registry of British Columbia.

3.02 Further Assurances

The Vendor will hereafter, at the request of the Purchaser (but at the expense of the Purchaser), do such further acts and execute such further documents as the Purchaser may reasonably require to give effect to connection with the transfer of the Purchased Assets to the Purchaser.

3.03 Taxes

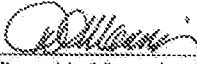
The Purchaser agrees to pay all applicable taxes on the sale of the Assets.

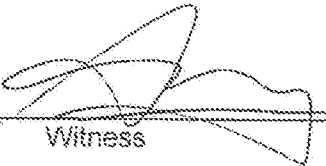
The Purchaser agrees to file the applicable Goods and Services Tax ("GST") election form which will exempt the sale from GST. The Purchaser also agrees to indemnify the Vendor in the event that a demand is made on the Vendor for payment of any such taxes.

The Purchaser agrees to self-assess and remit the appropriate amount of Social Services Tax ("PST") to the Minister of Finance. The Purchaser also agrees to indemnify the Vendor in the event that a demand is made on the Vendor for payment of any such taxes.

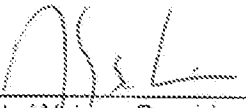
IN WITNESS WHEREOF the Vendor and the Purchaser have executed this Bill of Sale as of the date set forth above.

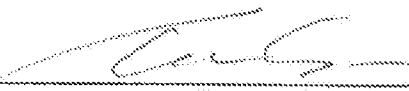
D. MANNING & ASSOCIATES INC.
COURT-APPOINTED RECEIVER OF
SOMBRIO FREEWEAR COMPANY LTD.
(not in its personal capacity)

Per: 
Don N. Manning, CIRP, President


Witness

SUGOI PERFORMANCE APPAREL LIMITED PARTNERSHIP

Per: 
Kyle Weiner, President


Witness

Kyle Weiner
31-1-14

SCHEDULE "A"

SOMBRIO FREEWEAR COMPANY LTD.

ASSETS OFFERED FOR SALE BY RECEIVER

The Receiver's right, title and interest in:

- Parcel 1 "Sombrio" Trademark and Web domain www.sombriocartel.com
- Parcel 2 Goodwill
- Parcel 3 Customer Lists
- Parcel 4 Apple Computer Network with stations and software (Design Software) (North Vancouver)
- Parcel 5 Windows-based Network Hardware with peripherals and stations (North Vancouver)
- Parcel 6 2008 Freightliner, complete with Renegade Crewcab Toterhome, VIN # 1FVAC5CV08HZ31759 (Richmond)
- Parcel 7 Millennium Bike Parketech Pump Track (North Vancouver)
- Parcel 8 Trailer for Freightliner (mobile showroom), SN # 5NHTAMS39DN072037 (Richmond)
- Parcel 9 Office Furnishings (North Vancouver)
- Parcel 10 Xerox Docucolor 250 Colour Photocopier, SN # T00062709 (North Vancouver)
- Parcel 11 Netsuite Enterprise Resource Planning (ERP) Software Package and ACCPAC accounting and network software (North Vancouver)
- Parcel 12 Da-Lite Lighting Package (North Vancouver)
- Parcel 13(a) Warehouse Equipment and Supplies (North Vancouver)
- Parcel 13(b) Portable Tradeshow Pop Up Display and Pop Up Tent (North Vancouver)
- Parcel 14 Inventory of Finished Goods, Product Samples and Product Designs (North Vancouver)
- Parcel 15 Inventory of Finished Goods, Product Samples and Product Designs (Surrey)
- Parcel 16 Inventory of Finished Goods, Product Samples and Product Designs (Langley)
- Parcel 17 Inventory of Finished Goods, Product Samples and Product Designs (Los Angeles)

TRADEMARK

REEL: 005343 FRAME: 0701

Parcel 18 Trade Show Kiosk (Las Vegas)
Parcel 19 Footwear Moulds (Busan, Korea)
Parcel 20 Raw Materials and Trim (China and Hong Kong)
Parcel 21 Accounts Receivable

SCHEDULE "B"

SOMBRIO FREEWEAR COMPANY LTD.

LIST OF EXCLUDED ASSETS

1. Tax refunds, if any, including Scientific Research and Experimental Development (SR&ED) refunds;
2. Cash in bank accounts;
3. Third party assets, if any;
4. Any assets not specifically mentioned in the Information Package.