

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dual Sports, Inc.		08/30/2016	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ski PNW, LLC		
<b>Street Address:</b>	875 Parfet St.		
<b>City:</b>	Lakewood		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80215		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3141810	SKIBONKERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<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>			
<b>Phone:</b>	(312) 558-6352		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle Foy, Winston & Strawn LLP		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-9703		
<b>ATTORNEY DOCKET NUMBER:</b>	Dual Sports, Inc.		
<b>NAME OF SUBMITTER:</b>	Michelle Foy		
<b>SIGNATURE:</b>	/Michelle Foy/		
<b>DATE SIGNED:</b>	09/04/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of August 30, 2016 by and between Dual Sports, Inc., a Washington corporation ("Assignor" or "Seller") and Ski PNW, LLC, a Delaware limited liability company (the "Assignee" or "Purchaser").

**WHEREAS**, this Assignment is being executed and delivered in connection with that certain Purchase Agreement dated as of August 30, 2016 (the "Purchase Agreement"), pursuant to which, among other things, Purchaser has agreed to purchase from Seller, and Seller has agreed to sell to Purchaser, the Business and all assets, rights and properties owned by Seller on the Closing Date, upon the terms and conditions set forth therein.

**WHEREAS**, in connection with the Purchase Agreement, Seller has agreed to transfer to Assignee certain Intellectual Property Rights, including intellectual property rights associated with all of the trademarks and service marks used in connection with the Business, including without limitation the trademarks and service marks identified on the attached Exhibit A (the "Assigned Trademarks"), effective as of the Effective Date.

**WHEREAS**, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, without warranty except as may be set forth in the Purchase Agreement: (a) all of Assignor's worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Effective Date; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as full and entire as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including: (i) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing; and (ii) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Effective Date.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

5. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request to confirm or for the full utilization of the rights granted in Section 2, above, including, without limitation, upon request by Assignee to execute any further documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement; provided, that nothing herein shall obligate Assignor to pursue or prosecute any action for or related to any actual or alleged infringement or violation of rights related to the Assigned Trademarks, or to initiate any registration, application, enforcement, or other activity with respect thereto. Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and Assignor shall cooperate therewith, at Assignee's expense.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

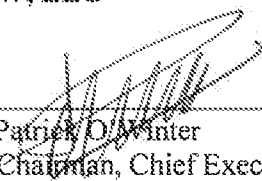
**ASSIGNOR:**

**Dual Sports, Inc.**

By: Tracy Gibbons  
Name: TRACY GIBBONS  
Title: PRESIDENT

ASSIGNEE:

SKI PNW, LLC

By:   
Name: Patrick O. Winter  
Title: Chairman, Chief Executive Officer  
and President

[Signature Page to the Trademark Assignment]

## EXHIBIT A

### Assigned Trademarks

#### Assigned Trademarks:

SKIBONKERS	RN:3,141,810	September 12, 2006	Dual Sports, Inc. Attn: Jeffrey Campbell 1100 Bellevue Way N.E. #7 Bellevue, Washington 98004
STURTEVANT'S	File # 53588 (Washington State)	October 10, 2014	Dual Sports, Inc.
STURTEVANT'S SKI MART	File # 53589 (Washington State)	October 10, 2014	Dual Sports, Inc.