

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/01/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYNEIGE, INC.		05/01/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TECHNOALPIN USA, INC.		
Street Address:	7257 SOUTH REVERE PARKWAY		
City:	CENTENNIAL		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1509704	SNOMAX	
CORRESPONDENCE DATA			
Fax Number:	2027836031		
<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:	202-783-6040		
Email:	PTO-TM-Email@rfem.com		
Correspondent Name:	Rothwell, Figg, Ernst & Manbeck, PC		
Address Line 1:	607 14th Street NW Suite 800		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	3245-112		
NAME OF SUBMITTER:	Davide F. Schiavetti		
SIGNATURE:	/Davide F. Schiavetti/		
DATE SIGNED:	10/23/2018		
Total Attachments: 17			
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**JOINT ACTION BY WRITTEN CONSENT
OF THE SOLE SHAREHOLDER
AND THE BOARD OF DIRECTORS
OF
TECHNOALPIN USA, INC.**

The undersigned, constituting the sole shareholder and the members of the Board of Directors of TechnoAlpin USA, Inc., a Colorado corporation (the "Corporation"), pursuant to the Corporation's Bylaws hereby adopt the following resolutions:

CONVERSION TO COLORADO CORPORATION

WHEREAS, the Board of Directors have determined that it is in the best interests of the Corporation to convert from a corporation governed by Utah law, to one governed by Colorado law.

NOW THEREFORE, BE IT HEREBY, RESOLVED, that the Corporation shall convert to a Colorado corporation from a Utah corporation, effective April 15, 2013 (the "Conversion").

RESOLVED FURTHER, that Geir Vik, in his capacity as President of the Corporation (the "Authorized Officer"), be and hereby is authorized to take any and all actions deemed necessary to effect the Conversion, including without limitation, filing and/or authorizing others to file, certain documents as required by the States of Colorado and Utah to effect the Conversion.

RESOLVED FURTHER, that in connection with the Conversion, the Corporation hereby adopts as the new Articles of Incorporation of the Corporation, those certain Articles of Incorporation of the Corporation with an effective date of April 15, 2013, filed with the Colorado Secretary of State on April 12, 2013, a copy of which is attached hereto as Exhibit A.

RESOLVED FURTHER, that all prior acts done on behalf of the Corporation by the Authorized Officer or others in connection with the Conversion be, and the same hereby are, ratified and approved as acts of the Corporation.

MERGER WITH MYNEIGE, INC.

WHEREAS, the Board of Directors have determined that it is in the best interests of the Corporation to have MyNeige, Inc. ("MyNeige"), a Delaware corporation and an affiliate of the Corporation, merge with and into the Corporation; and

WHEREAS, the Board of Directors have reviewed that certain Agreement and Plan of Merger dated May 1, 2013, by and between the Corporation and MyNeige, a copy of which is attached hereto as Exhibit B (the "Plan of Merger"), and have approved of the transactions contemplated thereby.

NOW THEREFORE, BE IT HEREBY, RESOLVED, that the Corporation shall merge with MyNeige pursuant to the terms and conditions of the Plan of Merger (the "Merger").

RESOLVED FURTHER, that in connection with the Merger, the Corporation shall issue two hundred and fifty (250) shares of the Corporation to the shareholder of MyNeige, as consideration for the Merger.

RESOLVED FURTHER, that the Authorized Officer be and hereby is authorized to take any and all actions deemed necessary to effect the Merger, including without limitation, filing and/or authorizing others to file, certain documents as required by the States of Colorado and Delaware to effect the Merger, and executing new stock certificates in the Corporation for the former MyNeige shareholder.

RESOLVED FURTHER, that all prior acts done on behalf of the Corporation by the Authorized Officer or others in connection with the Merger be, and the same hereby are, ratified and approved as acts of the Corporation.

ELECTION OF DIRECTORS

RESOLVED, that the following persons are hereby elected as members of the Board of Directors of the Corporation: Gier Vik, Erich Gummerer, Karlheinz Terrabona, Robin Smith and Mauro Ficara.

GENERAL AUTHORIZING RESOLUTION

RESOLVED, that the appropriate officers of the Corporation be, and they hereby are, authorized for and in the name and on behalf of the Corporation, to do any and all things and take any and all steps deemed by them necessary or appropriate to carry out the purposes of the foregoing resolutions and the transactions contemplated thereby.


RATIFICATION

RESOLVED, that all prior acts done on behalf of the Corporation by the Authorized Officer or his designees or agents be, and the same hereby are, ratified and approved as acts of the Corporation.

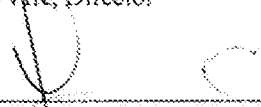
{Signature page immediately follows}

This Action shall be filed with the minutes of the Corporation.

IN WITNESS WHEREOF, the undersigned sole shareholder and members of the Board of Directors have executed this Action by Written Consent as of the 26th day of April, 2013.



GERN VITZ, Director



ERICH GUMMERER, Director

TECHNOALPIN AUSTRIA GMBH,
Sole Shareholder

By: 
Name: ERICH GUMMERER
Its: CEO

TECHNOALPIN
GmbH
Austria
St. Gallen
A-6020
Telefon 0041 71 361501

EXHIBIT A
ARTICLES OF INCORPORATION

2004156558_1



Colorado Secretary of State
 Date and Time: 04/12/2013 05:21 PM
 ID Number: 20131230204
 Document number: 20131230498
 Amount Paid: \$100.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Technoalpin USA, Inc.

(The name of a corporation must contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "ltd.". See §7-90-601, C.R.S. If the corporation is a professional or special purpose corporation, other law may apply.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address

7257 South Revere Parkway

(Street number and name)

Centennial

(City)

CO

80112

(State)

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

or

(if an entity)

Technoalpin USA, Inc.

(Caution: Do not provide both an individual and an entity name.)

Street address

7257 South Revere Parkway

(Street number and name)

Centennial

(City)

CO

80112

(State)

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office box information)

_____ CO _____
(City) (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Peffer William Thomas
(Last) (First) (Middle) (Suffix)
or
(if an entity)
(Caution: Do not provide both an individual and an entity name.)
Mailing address 1200 Seventeenth Street
(Street number and name or Post Office Box information)
Suite 3000
Denver CO 80202
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

(If the following statement applies, adopt the statement by marking the box and enter the number of shares.)

The corporation is authorized to issue 500 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

Additional information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

(Caution: At least one box must be marked. Both boxes may be marked, if applicable.)

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are 04/15/2013 12:01 AM
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic

statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Peffer	William	Thomas	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
1200 Seventeenth Street			
<i>(Street number and name or Post Office Box information)</i>			
Suite 3000			
Denver	CO	80202	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
	United States		
<i>(Province - if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Colorado Secretary of State
 Date and Time: 04/22/2013 03:18 PM
 ID Number: 20131230204
 Document number: 20131243047
 Amount Paid: \$25.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 20131230204

1. Entity name: Technoalpin USA, Inc.
(If changing the name of the corporation, indicate name before the name change)

2. New Entity name:
 (if applicable) _____

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

"bank" or "trust" or any derivative thereof
 "credit union" "savings and loan"
 "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

or

If the corporation's period of duration as amended is perpetual, mark this box:

7. (Optional) Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Peffer	William	Thomas	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
1200 17th Street			
<i>(Street name and number or Post Office information)</i>			
Denver	CO	80210	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	United States		
<i>(Province - if applicable)</i>	<i>(Country - if not US)</i>		

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

AMENDMENTS TO THE ARTICLES OF INCORPORATION
OF TECHNOALPIN USA, INC.

Section 5 of the Articles of Incorporation of the TechnoAlpin USA, Inc. is hereby amended in its entirety, as follows:

5. The classes and shares and number of shares of each class that the corporation is authorized to issue are as follows: The Corporation is authorized to issue one thousand (1,000) common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

EXHIBIT B
PLAN OF MERGER

2004156538_1

AGREEMENT AND PLAN OF MERGER
between
TECHNOALPIN USA, INC.
a Colorado corporation,
and
MYNEIGE, INC.
a Delaware corporation

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of May 1, 2013, by and between TECHNOALPIN USA, INC., a Colorado corporation ("TA") and MYNEIGE, INC., a Delaware corporation ("MyNeige").

WITNESSETH:

WHEREAS, TA is a corporation duly organized and existing under the laws of the State of Colorado and has an authorized capital stock consisting of one thousand (1,000) shares of common stock, of which there are one hundred thirty-five (135) shares of common stock outstanding ("TA Shares");

WHEREAS, MyNeige is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital consisting of one thousand (1,000) shares of common stock, of which there are one thousand (1,000) shares of common stock outstanding; and

WHEREAS, the respective boards of directors of both TA and MyNeige have determined that it is advisable and in the best interests of TA and MyNeige, that MyNeige merge with and into TA upon the terms and conditions provided in this Agreement.

NOW, THEREFORE, in furtherance of the foregoing, the parties agree as follows:

ARTICLE I
MERGER

Section 1.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below) MyNeige, in accordance with the Colorado Business Corporation Act ("CBCA") and the Delaware General Corporation Law ("DGCL"), will merge with and into TA, with TA as the surviving corporation (the "Merger"). Following the Effective Time (as defined below) of the Merger, the separate corporate existence of MyNeige shall cease, and TA shall continue as the surviving corporation (the "Surviving Corporation").

Section 1.2 Effective Time; Effects of Merger.

(a) Subject to the provisions of this Agreement, the parties shall duly prepare, execute and file (i) Statement of Merger (the "CO Statement of Merger") complying with Section 7-111-104.5 (7-90-203.7) of the CBCA with the Secretary of State of the State of Colorado and (ii) executed counterpart of the CO Statement of Merger meeting the requirements of the DGCL with the Secretary of State of the State of Delaware ("DE Statement of Merger"). The Merger shall become effective on May 1, 2013 at 12:01 a.m., following the filing of the CO Statement of Merger and the DE Statement of Merger. The date and time when the Merger shall become effective is hereinafter referred to as the "Effective Time." In conjunction with the filing of the CO Statement of Merger and in accordance with Section

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1.3(a) herein, the Surviving Corporation shall be named TechnoAlpin USA, Inc.

(b) The Merger shall have the effects set forth in the CBCA and DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the separate existence of MyNeige shall cease and TA, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers, and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and MyNeige's Board of Directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers, and property of MyNeige, (d) shall continue to be subject to all of the debts, liabilities, and obligations of TA as constituted immediately prior to the Effective Date of the Merger, and (e) shall succeed, without other transfer, to all of the debts, liabilities and obligations of MyNeige in the same manner as if TA had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and CBCA.

Section 1.3 Organizational Documents; Directors and Officers.

(a) **Articles of Incorporation.** The Articles of Incorporation of TA as in effect immediately prior to the Effective Date of the Merger, in the form attached as Exhibit A hereto, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation. All other future amendments of the Articles of Incorporation shall be duly amended in accordance with the provisions thereof and applicable law.

(b) **Bylaws.** The Bylaws of TA as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

(c) **Directors.** The directors of TA immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Certificate of Incorporation and Bylaws of the Surviving Corporation or as otherwise provided by applicable law.

(d) **Officers.** The officers of TA immediately prior to the Effective Time shall be the officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided forth in the Articles of Incorporation and Bylaws of the Surviving Corporation or as otherwise provided by applicable law.

**ARTICLE II
CONVERSION OF SECURITIES; ISSUANCE OF NEW SECURITIES;
STOCK CERTIFICATES**

Section 2.1 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Corporation, the holders of shares of capital stock of MyNeige or any other person, each share of common stock, no par value per share, of MyNeige issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for a one fourth (1/4th) share validly issued, fully paid and nonassessable shares of common stock of the Surviving Corporation. Pursuant to the foregoing, a total of two hundred fifty (250) shares of common stock of the Surviving Corporation will be issued to the former shareholders of MyNeige upon the Effective Time.

Section 2.2 Exchange of Stock Certificates.

(a) After the Effective Date of the Merger, all stock certificates of MyNeige capital stock are hereby cancelled. Each holder of an outstanding certificate representing MyNeige capital stock shall surrender the same to the Company, or its designee, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's capital stock into which the surrendered shares were converted as provided herein. Until so surrendered, each outstanding certificate theretofore representing shares of MyNeige capital stock shall be deemed for all purposes to represent the number of shares of the appropriate class of the Surviving Corporation's capital stock into which such shares of MyNeige capital stock were converted in the Merger.

(b) The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

(c) Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of MyNeige so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

(d) If any certificate for shares of Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

**ARTICLE III
CONDITIONS TO MERGER**

Section 3.1 Conditions Precedent. The respective obligation of each party to effect the

Merger is subject to the satisfaction or waiver of each of the following conditions:

(a) No court or governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced, or entered any law or order (whether temporary, preliminary or permanent) that is in effect and has a material adverse effect on MyNeige or enjoins or otherwise prohibits consummation of the transactions contemplated by this Agreement and no judicial or administrative proceeding that seeks any such result shall continue to be pending.

(c) All required approvals, licenses, and certifications from, and notifications and filings to, governmental entities and non-governmental third parties shall have been obtained or made, as applicable.

ARTICLE IV TERMINATION AND AMENDMENT

Section 4.1 Termination. This Agreement may be terminated at any time prior to the Effective Time by the affirmative vote of two-thirds of the members of the boards of directors of each of MyNeige and TA. In the event of such termination, this Agreement shall become null and void and have no effect, without any liability or obligation on the part of MyNeige or TA by reason of this Agreement.

Section 4.2 Amendment. This Agreement may be amended, modified or supplemented at any time; *provided, however*, that after any such approval and prior to the Effective Time, there shall be made no amendment that (a) alters or changes the amount or kind of shares to be received by shareholders in the Merger, (b) alters or changes any term of the Articles of Incorporation or Bylaws of TA except for alterations or changes that could otherwise be adopted by the directors of TA as applicable; or (c) alters or changes any other terms and conditions of this Agreement if any of the alterations or changes, alone or in the aggregate, would materially adversely affect the holders of shares of MyNeige capital stock, unless in any case, the shareholders of MyNeige approve such amendment in writing. This Agreement may not be amended except after approval by a majority of the board of directors of MyNeige and evidenced by an instrument in writing signed on behalf of each of the parties.

ARTICLE V GENERAL PROVISIONS

Section 5.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction, except to the extent that provisions of the DGCL are mandatorily applicable.

Section 5.2 Entire Agreement. This Agreement (including the documents and the instruments referred to herein), together with all exhibits, schedules, appendices, certificates, instruments and agreements delivered pursuant hereto and thereto (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (b) except as provided herein, is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

Section 5.3 Further Assurances. From time to time, and when required by the Surviving

Corporation or by its successors and assigns, MyNeige shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and MyNeige shall take or cause to be taken such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of MyNeige and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of MyNeige or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Section 5.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original and all of which shall together be considered one and the same agreement.

Section 5.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.

Section 5.6 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.


{Signature Page Follows}

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MYNEIGE, INC.

By: 
Name: Robin Smith
Its: President

TECHNOALPIN USA, INC.

By: 
Name: Geir Vik Geir Vik
Its: President

2604137584 1