

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Altrec, Inc.		03/05/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Active Boarder Corp.		
Street Address:	200 South Owasso Blvd.		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55117		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85825082	GREATOUTDOORS.COM	
Serial Number:	85825071	GREAT OUTDOORS	
Serial Number:	85825101	GO GREAT OUTDOORS NETWORK	
Registration Number:	2468275	ALTREC.COM	
Registration Number:	2463195	GREAT OUTDOORS.COM	
Registration Number:	2446948		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	pto@nealmcdevitt.com		
Correspondent Name:	Nicholas G. de la Torre		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		
ATTORNEY DOCKET NUMBER:	63193-238		
NAME OF SUBMITTER:	Nicholas G. de la Torre		
SIGNATURE:	/ngt/		
DATE SIGNED:	11/19/2018		
Total Attachments: 5			

OP \$165.00 85825082

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of March 5, 2014 (the "Effective Date"), is made by Altrec, Inc., a Delaware corporation (the "Assignor"), in favor of Active Boarder Corp., a Minnesota corporation (the "Assignee").

WHEREAS, on January 6, 2014, Assignor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Oregon (the "Bankruptcy Court"), and continues to manage its property as debtor and debtor-in-possession pursuant to §§ 1107-08 of the Bankruptcy Code (the "Bankruptcy Case");

WHEREAS, in connection with the Bankruptcy Case and pursuant to that certain Order Approving (I) Purchase Agreement With Purchaser, (II) Sale of Substantially All the Debtor's Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, and (III) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases entered on February 26, 2014 (the "Sale Order"), the Bankruptcy Court approved that certain Asset Purchase Agreement by and between Assignee and Assignor, dated February 13, 2014 (the "Agreement"), which Agreement provides that Assignee will purchase the Purchased Assets of Assignor, effective as of the Effective Date;

WHEREAS, pursuant to the terms and conditions of the Agreement and the Sale Order, as part of the transfer of the Purchased Assets of the Assignor to the Assignee, the Assignor has agreed to contribute, transfer, convey, assign, and deliver to the Assignee the Purchased Assets, including, but not limited to, the trademarks and service marks set forth on Exhibit A attached hereto and incorporated by reference (the "Marks"); and

WHEREAS, the Assignor now wishes to assign the Marks to the Assignee, and the Assignee is desirous of acquiring the Marks from the Assignor, together with the goodwill of the business symbolized thereby.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. In accordance with, and subject to, the terms of the Agreement and the Sale Order, the Assignor hereby contributes, assigns, conveys, transfers, delivers and sets over unto the Assignee and its successors, permitted assigns, and legal representatives, the Assignor's entire right, title, and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with all renewals of any of the foregoing and all goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by the Assignee, together with income, royalties, damages, or payments due on or after the Effective Date, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks,

along with the right to sue for past infringements and collect same for the Assignee's sole use and enjoyment.

2. The Assignor does hereby authorize the Director of the United States Patent & Trademark Office to record the Marks and title thereto as the property of the Assignee in accordance with the terms of this instrument.

3. This Assignment shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives, and permitted assigns, and no others.

4. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision (or part thereof) of this Assignment shall be deemed prohibited or invalid under such applicable law, such provision (or part thereof) shall be ineffective only to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Assignment.

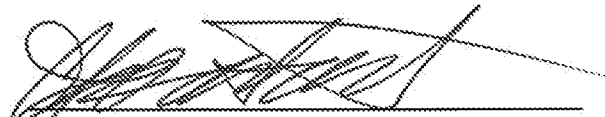
5. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, modify, qualify, impair, or limit in any way the rights, obligations, claims, or remedies of the parties as set forth in the Agreement. To the extent there is any conflict between this Assignment and the Agreement, the Agreement shall govern and prevail.

6. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, and performance of this Agreement shall be governed by the internal laws of the State of Minnesota, without giving effect to provisions thereof regarding conflict of laws.

{Signature Page Follows}

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment to be effective as of the Effective Date.

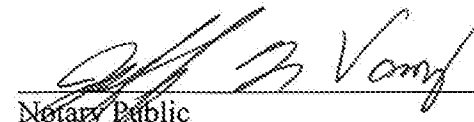
ALTREC, INC.

By: 
Name: Clyde A. Hamstreet
Its: Chief Restructuring Officer

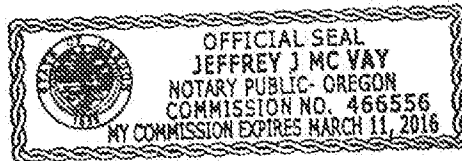
ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Deschutes) ss.

On this 5th day of March, 2014, before me personally appeared Clyde A. Hamstreet, Chief Restructuring Officer of Altrec, Inc., to me known to be the person described herein who executed the foregoing instrument and acknowledged that he or she executed the same on behalf of said company with authority to do so.


Notary Public

[Notary Seal]





[Signature page to Trademark Assignment]

EXHIBIT A

U.S. FEDERAL TRADEMARK/SERVICE MARK REGISTRATIONS

<u>Serial/Reg No.</u>	<u>Mark</u>	<u>Goods/Services</u>	<u>Next Due Date</u>
85/825,082	GREATOUTDOORS.COM	IC 035. US 100 101 102. G & S: Retail store services featuring a wide variety of consumer goods of others; On-line retail store and mail order services featuring a wide variety of consumer goods of others; retail store, mail order and on-line retail store services featuring outdoor, sporting, fitness, and travel equipment, clothing, performance clothing, footwear, accessories, undergarments, thermal underwear, head wear, outerwear, jackets, vests, swimwear, board shorts, wet suits, rash guards, socks, gloves, mittens, scarves, eyewear, electronics, watches, clocks, luggage, backpacks, bags, board and ski bags, carry-alls, cooking gear and utensils, food, toiletries, mugs, travel mugs, water bottles, first aid kits, head lamps, flashlights, blankets, and linens; operating on-line marketplaces for sellers of goods and/or services; providing a web site featuring product ratings and reviews of the consumer goods of others in the fields of outdoor, sporting, recreation, health, fitness, and travel. FIRST USE: 20111031. FIRST USE IN COMMERCE: 20111031	Response to PTO due June 3, 2014
85/825,071	GREAT OUTDOORS	IC 035. US 100 101 102. G & S: (Based on Use in Commerce) Retail store services featuring a wide variety of consumer goods of others; (Based on Intent to Use) On-line retail store and mail order services featuring a wide variety of consumer goods of others; retail store, mail order and on-line retail store services featuring outdoor, sporting, fitness, and travel equipment, clothing, performance clothing, footwear, accessories, undergarments, thermal underwear, head wear, outerwear, jackets, vests, swimwear, board shorts, wet suits, rash guards, socks, gloves, mittens, scarves, eyewear, electronics, watches, clocks, luggage, backpacks, bags, board and ski bags, carry-alls, cooking gear and utensils, food, toiletries, mugs, travel mugs, water bottles, first aid kits, head lamps, flashlights, blankets, and linens; operating on-line marketplaces for sellers of goods and/or services; providing a web site featuring product ratings and reviews of the consumer goods of others in the fields of outdoor, sporting, recreation, health, fitness, and travel. FIRST USE: 20111031. FIRST USE IN COMMERCE: 20111031	Response to PTO due June 3, 2014

85/825.101		<p>IC 035. US 100 101 102. G & S: (Based on Use in Commerce) Retail store services featuring a wide variety of consumer goods of others; (Based on Intent to Use) On-line retail store and mail order services featuring a wide variety of consumer goods of others; retail store, mail order and on-line retail store services featuring outdoor, sporting, fitness, and travel equipment, clothing, performance clothing, footwear, accessories, undergarments, thermal underwear, head wear, outerwear, jackets, vests, swimwear, board shorts, wet suits, rash guards, socks, gloves, mittens, scarves, eyewear, electronics, watches, clocks, luggage, backpacks, bags, board and ski bags, carry-alls, cooking gear and utensils, food, toiletries, mugs, travel mugs, water bottles, first aid kits, head lamps, flashlights, blankets, and linens; operating on-line marketplaces for sellers of goods and/or services; providing a web site featuring product ratings and reviews of the consumer goods of others in the fields of outdoor, sporting, recreation, health, fitness, and travel. FIRST USE: 20111031. FIRST USE IN COMMERCE: 20111031</p>	<p>Statement of Use or Extension due February 13, 2014</p>
2,468,275	ALTREC.COM	<p>IC 035. US 100 101 102. G & S: On-line retail store services featuring outdoor apparel and sporting equipment designed for hiking, camping, bicycling, backpacking, snow and water sports. FIRST USE: 19990315. FIRST USE IN COMMERCE: 19990315</p> <p>IC 042. US 100 101. G & S: Computer services, namely providing on-line magazines in the fields of travel and outdoor sports and recreation, primarily hiking, camping, bicycling, backpacking, snow and water sports. FIRST USE: 19990315. FIRST USE IN COMMERCE: 19990315</p>	<p>Renewal Due July 10, 2021</p>
2,463,195	GREAT OUTDOORS.COM	<p>IC 041. US 100 101 107. G & S: Providing information about outdoor activities, namely, climbing, cycling, diving, expeditions, fishing, hiking, camping, paddling, sailing, adventure travel, skiing, snowboarding, surfing and wind surfing, via a global computer network. FIRST USE: 19971110. FIRST USE IN COMMERCE: 19971110</p>	<p>Renewal Due June 26, 2021</p>
2,446,948		<p>IC 035. US 100 101 102. G & S: computerized on-line retail services in the fields of outdoor apparel and sporting goods. FIRST USE: 19990315. FIRST USE IN COMMERCE: 19990315</p> <p>IC 042. US 100 101. G & S: Computer services, namely, providing on-line magazines in the fields of travel and outdoor sports and recreation. FIRST USE: 19990315. FIRST USE IN COMMERCE: 19990315</p>	<p>Renewal Due April 24, 2021</p>
		<p>19990315</p>	