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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>ALPINE MAP COMPANY -</u> <u>DBA - MADDEN MOUNTAINEERING</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>LAFUMA AMERICA</u> Internal Address: _____ Street Address: <u>6662 GUNPARK DR</u> City: <u>BOULDER</u> State: <u>CO</u> Zip: <u>80301</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>COLORADO</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>04-01-2001</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>73526591</u> B. Trademark Registration No.(s) <u>73526591</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>EDWARD RUZIC</u> Internal Address: _____ _____ Street Address: <u>6654 GUNPARK DR</u> <u># 101</u> City: <u>BOULDER</u> State: <u>CO</u> Zip: <u>80301</u>			6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 3.41)..... \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <u>EDWARD RUZIC</u> <u>[Signature]</u> <u>06-21-04</u> Name of Person Signing Signature Date <small>Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/></small>					

OP \$40.00 73526591

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

FROM : DOLAND & GOULD LLP

FAX NO. : 310 446-1363

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~~ATTN: WENDY~~

SALE, ASSIGNMENT AND TRANSFER AGREEMENT

This Agreement is made this 15th day of March, 2001 between:

Madden Mountaineering, Inc., a Colorado corporation, with its principal place of business at 2400 Central Avenue, Boulder, Colorado, represented by Mr. Ed Ruzic, acting in his capacity as President and Secretary of the corporation under Colorado law, (hereinafter "MADDEN") on the one hand,

and

Lafuma America, Inc., a Colorado corporation, whose principal place of business is 6662 Gunpark Dr., Boulder, Colorado 80301, represented by Philippe Joffard in his capacity as President and Denis Nevoret in his capacity as Secretary (hereinafter "LAFUMA AMERICA") on the other hand,

agree as follows:

RECITALS OF FACT

Lafuma, SA, parent of LAFUMA AMERICA, manufactures and sells open air recreational products to a clientele of distributors in the area of sports and leisure entertainment.

MADDEN manufactures and sells a line of backpacks and custom carrying cases to a clientele of specialists and a select group of clients under the U.S. registered trademark "Madden" and other non-registered common law trademarks and trade names such as Madden Mountaineering, Madden M and a Madden "logo" of a stylized letter "M" (hereinafter jointly referred to in this contract as the "Marks.") MADDEN also owns the website www.maddenusa.com and, the client list, various common law copyrights, including but not limited to a copyright of the website.

The purpose of this Agreement is the sale, assignment and transfer of the Marks, the goodwill associated with the mark, and all pertinent rights by Madden to Lafuma S.A.

1. Trademark, Web Page and Intellectual Property
 - 1.1 Madden sells, assigns and irrevocably transfers its state and federal registered and common law trademarks and trade names and the goodwill associated with the registered trademark and agrees to

FROM : DOLAND & GOULD LLP

FAX NO. : 310 446-1363

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execute the assignment attached as Exhibit "A", with notarization, the assignment of domain name attached as Exhibit "B", with notarization, and agrees to perform all other acts necessary to transfer the Marks, to LAFUMA AMERICA and to defend and hold LAFUMA AMERICA harmless from any future claim of infringement for the Marks being transferred.

MADDEN represents that the Marks are free and clear of any claim or security interests and that it is free to transfer the entirety of the Intellectual property without limitation.

1.2 The client list for Madden and the sales analysis information regarding that clientele shall be transferred from MADDEN to LAFUMA AMERICA. This shall include the names, addresses, statistics concerning gross sales and such other matters as may be reasonably obtainable from the financial and other data processing records of MADDEN.

2. All of the property transferred under this Agreement shall be for a consideration of \$50,000 US dollars. The allocation of which is more fully set forth on Exhibit "C" attached hereto and by this reference incorporated herein. The purchase price is payable at the time of execution of this Agreement.

3. LAFUMA AMERICA has effectuated the purchase of all Inventory on hand of MADDEN, after a joint inventory taken by the parties and said purchase is hereby ratified.

4. Miscellaneous Provisions

MADDEN and Ed Ruzic individually agree to use their best efforts to assure availability of the products in the product line for a period of one year. MADDEN agrees to indemnify and hold LAFUMA AMERICA, harmless from any and all contractual engagements or tortious obligations (including but not limited to claims arising out of alleged product liability) or administrative or tax obligations which may arise relating to any of the property being sold, assigned or transferred under this agreement from and before the date of execution of this agreement including but not limited to attorneys fees in the event that a defense is necessary with respect to any future discovered claim. MADDEN and Ed Ruzic, jointly and severally, represent that there are no such known claims, except for "Walden" in Japan and "Kefly" in the U.S. Although the personal guaranty of Ed Ruzic is not required, he shall obtain "bridge" or "tail" insurance for the period of "no-insurance". LAFUMA AMERICA agrees to pay itself the premium on the bridge/tail insurance up to a maximum of \$10,000 as a premium. If the premium

FROM : DOLAND & GOULD LLP

FAX NO. : 310 446-1363

Aug. 03 2001 03:10PM PS

DATED: 08/08/01

LAFUMA AMERICA, INC.

By: 
Philippe Joffard, President

By: 
Denis Nevoret, Secretary

Sale Transfer and Assignment Agreement ver final 3.wpd