

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Interpublic Group of Companies, Inc.		01/18/2006	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	Action Sports Ventures, LLC		
Composed Of:	COMPOSED OF Agreement b/t Conveying Party and Receiving Party executed and effective 12/30/05. Legal Name of Receiving Party changed from Sick Clips Holdings, LLC to Action Sports Ventures, LLC 01/13/06.		
Doing Business As:	DBA Sick Clips		
Street Address:	58 Pine Street		
City:	New Canaan		
State/Country:	CONNECTICUT		
Postal Code:	06840		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78197416	SICK CLIPS	
Serial Number:	78182434	SICK CLIPS	
CORRESPONDENCE DATA			
Fax Number:	(203)655-4302		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-899-3343		
Email:	hbrainard@rucciburnham.com		
Correspondent Name:	Hayden R. Brainard, Jr.		
Address Line 1:	30 Old Kings Highway South		
Address Line 4:	Darien, CONNECTICUT 06820		
NAME OF SUBMITTER:	Hayden R. Brainard, Jr.		

OP \$65.00 78197416

Signature:

/Hayden R. Brainard, Jr. /

Date:

01/27/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

The undersigned, Octagon USA, Inc., a corporation organized and existing under the laws of the District of Columbia with offices at Two Union Street, Suite 300, Portland, ME 04101 ("Assignor"), a subsidiary of The Interpublic Group of Companies, Inc., a corporation organized and existing under the laws of the District of Columbia with its principal office located at 1271 Avenue of the Americas, 44th Floor, New York, New York, for good and valuable consideration, receipt of which is hereby acknowledged, has sold, transferred, assigned, and delivered, and hereby sells, transfers, assigns and delivers unto Sick Clips Holdings, LLC, a limited liability company organized and existing under the laws of the State of Connecticut with its principal place of business at 58 Pine Street, New Canaan, Connecticut (the "Assignee"), all right, title and interest, in and to certain trademarks, trade names, and applications therefor related to the Sick Clips business of Assignor, including those set forth on Exhibit I hereto (collectively, the "Marks"), together with the goodwill of the business connected with and symbolized by such Marks, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such Marks or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name.

Assignor represents and warrants to Assignee as follows: (a) Exhibit I sets forth a true and accurate identification of each registered and unregistered Marks, and each registration and application for any of the foregoing Marks (collectively, the "Registrations"); (b) Assignor is the owner of all right, title and interest in and to each item of the Marks and Registrations, free and clear of all liens and encumbrances; (c) There have not been any claims actions or judicial or other adversary proceedings involving the Assignor concerning any of the Marks or Registrations and to the best knowledge of Assignor, no such action or proceeding is threatened; (d) Assignor has the exclusive right and authority to use each of the Marks in connection with the Assignor's Sick Clips business, and such use did not and will not conflict with, infringe upon, or violate any proprietary right of any other person; (e) There are no licenses or rights currently in effect in favor of any third party to use the Marks; and (f) There is no pending or threatened claim, action, suit, investigation or proceeding of any kind challenging, alleging or asserting that any Registration was improperly or invalidly granted or is otherwise invalid.

To the extent that title to the Marks may not vest in Assignee by operation of law, all right, title, and interest therein are irrevocably assigned to Assignee. All of the Marks shall belong exclusively to Assignee, with Assignee having the exclusive right to obtain and to hold in its own name all Registrations, patent registrations, or such other protection as may be appointed to the subject matter and any extensions and renewals thereof. Assignor agrees to give Assignee, and any person designated by Assignee, assistance required to perfect the rights defined in this paragraph.

The parties further agree that Assignor will, free of charge, execute and deliver all such further papers as may be reasonably necessary, including original applications and applications for renewal, extension or reissue Marks and/or Registrations, in any and all countries, to vest title thereto in Assignee, its successor, assigns or nominees.

Assignor further, to the extent it has the right to do so, hereby assigns to Assignee, and Assignee shall have, all causes of action, past, present, and future, related to any rights in the Marks and/or Registrations; the rights to damages or profits, due or accrued, arising out of past, present, or future infringements or violations thereof; and the right to sue for and recover the same in Assignee's own name.

Assignor warrants that it has the full power and authority to assign any rights it has to the Marks and/or Registrations, and any third party work to Assignee, and Assignor does not need the approval of any other person or entity to effectuate this assignment.

This assignment constitutes the complete and exclusive statement of the terms and conditions of this assignment, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, relating to the subject matter hereof. This assignment shall be governed by and construed in accordance with the laws of Connecticut (without giving effect to principles of conflicts of laws).

Dated as of the 18 day of January, 2006.

Octagon USA, Inc

By: 

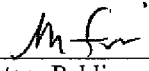
Peter Carlisle
Director – Olympic and Action Sports

STATE OF MAINE)

COUNTY OF Cumberland)

SS:

On the 18 day of January _____, 2006, before me personally came Peter Carlisle, to me known to the person who executed the foregoing instrument and who being duly sworn by me did depose and say that he acknowledged that he executed the same as an act and deed on behalf of Octagon USA, Inc. in his capacity as Director of Olympic and Action Sports, for the uses and purposes therein mentioned.



Notary Public

SAMARA FLINK
Notary Public, Maine
My Commission Expires September 12, 2012

EXHIBIT I

MARKS

Trademark: Sick Clips (Film Strip Logo)

Trademark

Application: Sick Clips (Film Strip Logo)
Serial Number 78197416
Application Filing Date: December 23, 2005
Applicant: The Interpublic Group of Companies, Inc.
Status: Law Office Registration Review Completed (as of November 28, 2005)

Trademark: Sick Clips (Standard Character Claim)

Trademark

Application: Sick Clips (Standard Character Claim)
Serial Number 78182434
Application Filing Date: November 6, 2002
Applicant: The Interpublic Group of Companies, Inc.
Status: Abandoned

Trade Name: Sick Clips

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