

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
ZuitSports, Inc.		01/13/2009	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	K-2 Corporation
<b>Street Address:</b>	4201 6th Ave S
<b>City:</b>	Seattle
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98108
<b>Entity Type:</b>	CORPORATION: INDIANA

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Serial Number:	77218028	Z-BOUND
Serial Number:	78940498	ZOOT
Serial Number:	78964233	BIOWRAP
Serial Number:	78962328	DYNAMIC X
Serial Number:	78962330	FREEFINISH
Serial Number:	78962327	HIPHOLSTER
Serial Number:	78962324	INTEGRA DPS
Serial Number:	78906316	SPEEDZOOT
Serial Number:	78893380	ZOOT SPORTS SPORTS
Serial Number:	78962323	ZENITH
Serial Number:	78069997	SPORTS ZOOT SPORTS
Serial Number:	78070001	SPORTS ZOOT SPORTS
Serial Number:	77115037	THERMALZONE
Serial Number:	77115056	WRKS

**CH \$590.00 77218028**

Serial Number:	77218061	Z-VA
Serial Number:	77218053	IMPRESS FOAM
Serial Number:	77218046	CARBONSPAN+
Serial Number:	77218035	CARBONSPAN
Serial Number:	77218025	BAREFIT
Serial Number:	77218018	TRI-DRY
Serial Number:	77218002	TRI-O-MECHANICS
Serial Number:	77212540	QUICK-LACE
Serial Number:	78640777	WETZOOT

**CORRESPONDENCE DATA**

Fax Number: (206)805-4801  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 206-805-4800  
Email: trademarks@k2sports.com  
Correspondent Name: Julie C. VanDerZanden  
Address Line 1: 4201 6th Ave S  
Address Line 4: Seattle, WASHINGTON 98108

ATTORNEY DOCKET NUMBER:	ZUIT-5-22775
NAME OF SUBMITTER:	Vice President/General Counsel
Signature:	/Julie C. VanDerZanden/
Date:	01/28/2009

**Total Attachments: 11**  
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## ASSIGNMENT OF TRADEMARKS

This Assignment Trademarks (this "*Assignment*") is made, executed and entered into as of the 13<sup>th</sup> day of January, 2009, by and between ZUITSPORTS, INC. a California corporation (the "*Assignor*"); and K-2 CORPORATION, an Indiana corporation (the "*Assignee*").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of even date herewith (the "*Purchase Agreement*");

WHEREAS, pursuant to the Purchase Agreement, Assignor is assigning all its rights in the trademarks set forth on Schedule A hereto (the "*Trademarks*") to Assignee; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in and to the Trademarks.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration in this Assignment and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties agree as follows:

1. Grant. Assignor hereby assigns and transfers to Assignee, all of Assignor's right, title and interest in and to the Trademarks, including all reissues, extensions or renewals thereof, together with the goodwill of the business associated with the use of and symbolized by the Trademarks and the common law rights associated therewith.

2. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

3. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument. All expenses incurred in connection with the recordation of this Agreement shall be borne solely and exclusively by Assignee.

4. Conflicts with Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded or modified hereby but shall remain in full force and effect to the full extent, and for the term, provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control and govern.

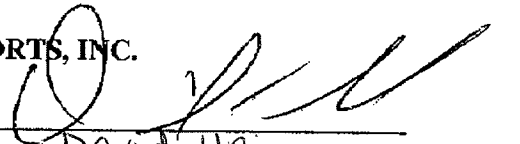
5. Miscellaneous. This Assignment may be executed in counterparts by one or more parties. All such counterparts, when so executed, shall be deemed to constitute one final agreement as if one document had been signed by all parties to this Assignment. Each such counterpart, upon execution and delivery of all counterparts, shall be deemed to be a complete and original of this Assignment. A telecopy or facsimile transmission of a signed counterpart of this Assignment shall be sufficient to bind the party or parties whose signature(s) appear thereon.

ZUTSPORTS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
David Uri  
Chief Operating Officer

K-2 CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

5. Miscellaneous. This Assignment may be executed in counterparts by one or more parties. All such counterparts, when so executed, shall be deemed to constitute one final agreement as if one document had been signed by all parties to this Assignment. Each such counterpart, upon execution and delivery of all counterparts, shall be deemed to be a complete and original of this Assignment. A telecopy or facsimile transmission of a signed counterpart of this Assignment shall be sufficient to bind the party or parties whose signature(s) appear thereon.

**ZUITSPORTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**K-2 CORPORATION**

By: *Mark Rosebrock*  
Name: Mark Rosebrock  
Title: Assistant Secretary

**Schedule A**

Attached

**TM Rights (Grouped by country) + Status + WIPO**

Report Date: 1/12/2009 3:51:58 PM

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
Australia									
	<u>ID</u>								
	2839	25, 35, 41	ZuitSports, Inc.	846332	8/14/2000	846332	8/14/2000	Registered	No
	2833	25	ZuitSports, Inc.	1127214	8/1/2006	1127214	8/1/2006	Pending Application	No
	3333	25	ZuitSports, Inc.	1217713	12/28/2007			Pending Application	No
	3334	25	ZuitSports, Inc.	1217714	12/28/2007			Pending Application	No
	3335	25	ZuitSports, Inc.	1217715	12/28/2007			Pending Application	No
	3336	25	ZuitSports, Inc.	1217718	12/28/2007			Pending Application	No
	3337	25	ZuitSports, Inc.	1217719	12/28/2007			Pending Application	No
	3338	25	ZuitSports, Inc.	1217720	12/28/2007			Pending Application	No
	3339	25	ZuitSports, Inc.	1217721	12/28/2007			Pending Application	No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
Brazil									
	<u>ID</u>								
	2822	25	ZuitSports, Inc.	828.693.668	8/30/2006			Pending Application	No
	3647	25	ZuitSports, Inc.					Proposed Mark	No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
Canada									
	<u>ID</u>								
	2823	25	ZuitSports, Inc.	1279622	11/15/2005			Pending Application	No
	2834	25	ZuitSports, Inc.	1311338	8/1/2006			Pending Application	No
	3347	25	ZuitSports, Inc.	1,378,796	12/28/2007			Pending Application	No
	3341	25	ZuitSports, Inc.	1,378,797	12/28/2007			Pending Application	No
	3342	25	ZuitSports, Inc.	1,378,798	12/28/2008			Pending Application	No
	3343	25	ZuitSports, Inc.	1,378,805	12/28/2007			Pending Application	No
	3344	25	ZuitSports, Inc.	1,378,804	12/28/2007			Pending Application	No
	3345	25	ZuitSports, Inc.	1,378,803	12/28/2007			Pending Application	No
	3346	25	ZuitSports, Inc.	1,378,802	12/28/2007			Pending Application	No

TRADEMARK

Country: China (People's Republic Of)

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
2824	SPORTS ZOOT	35	ZuitSports, Inc.	5418133	6/14/2006			Pending Application	No
2825	SPORTS (STYLIZED)	41	ZuitSports, Inc.	5418150	6/14/2006			Pending Application	No
2826	SPORTS ZOOT	25	ZuitSports, Inc.	5418133	6/14/2006			Pending Application	No

Country: Costa Rica

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
3638	ZOOT	25	ZuitSports, Inc.	2008-9519	9/29/2008			Pending Application	No
3639	SPORTS ZOOT	25	ZuitSports, Inc.	2008-9518	9/29/2008			Pending Application	No
3657	SPORTS (STYLIZED)	35	ZuitSports, Inc.	2008-9517	9/29/2008			Pending Application	No
3658	SPORTS ZOOT	41	ZuitSports, Inc.	2008-9516	9/29/2008			Pending Application	No

Country: European Union

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
2835	ZOOT	25	ZuitSports, Inc.	005233119	8/1/2006	005233119	9/13/2007	Registered	No
2827	SPORTS ZOOT	25, 35, 36, 41	ZuitSports, Inc.	004719316	11/15/2005	004719316	6/8/2007	Registered	No
3355	BAREFIT	25	ZuitSports, Inc.	006 545 289	12/28/2007			Pending Application	No
3356	CARBONSPAN (Standard Characters)	25	ZuitSports, Inc.	006 545 537	12/28/2007			Pending Application	No
3357	IMPRESS FOAM	25	ZuitSports, Inc.	006 545 859	12/28/2007			Abandoned	No
3358	TRI-DRY	25	ZuitSports, Inc.	006 545 669	12/28/2007			Pending Application	No
3359	Z-BOUND	25	ZuitSports, Inc.	006 545 925	12/28/2007			Pending Application	No
3360	Z-VA	25	ZuitSports, Inc.	006 546 048	12/28/2007			Abandoned	No
3361	QUICK-LACE (Standard Characters)	25	ZuitSports, Inc.	006 546 204	12/28/2007			Pending Application	No

Country: Hong Kong

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
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TRADEMARK



**TM Rights (Grouped by country) + Status + WIPO**

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
2840	SPORTS ZOOT	41	ZuitSports, Inc.	2000/1140	1/19/2000	11189/2001	9/26/2001	Registered	No
	SPORTS (STYLIZED)								
2841	SPORTS ZOOT	35	ZuitSports, Inc.	2000/1145	1/19/2000	B12269/2001	10/30/2001	Registered	No
	SPORTS (STYLIZED)								
2842	SPORTS ZOOT	25	ZuitSports, Inc.	2000/1144	1/19/2000	B12268/2001	10/30/2001	Registered	No
	SPORTS (STYLIZED)								

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
Israel	SPORTS ZOOT	35	ZuitSports, Inc.	185101	11/16/2005	185101	11/11/2007	Registered	No
	SPORTS (STYLIZED)								
	SPORTS ZOOT	41	ZuitSports, Inc.	185102	11/16/2005	185102	11/11/2007	Registered	No
	SPORTS (STYLIZED)								
	SPORTS ZOOT	25	ZuitSports, Inc.	185100	11/16/2005	185100	11/11/2007	Registered	No
	SPORTS (STYLIZED)								

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
Japan	ZOOT	25	ZuitSports, Inc.	2008-076547	9/18/2008			Pending Application	No
	HAWAII ZOOT								
	HAWAII (STYLIZED)								
	HAWAII ZOOT								
	HAWAII (STYLIZED)								
	SPORTS ZOOT	25, 35, 41	ZuitSports, Inc.	2000-075785	7/7/2000	4749668	2/20/2004	Registered	No
	SPORTS (STYLIZED)								
	BAREFIT								
	CARBONSPAN	25	ZuitSports, Inc.	2007-128659	12/28/2007			Abandoned	No
	(Standard Characters)								
	IMPRESS FOAM	25	ZuitSports, Inc.	2007-128660	12/28/2007			Pending Application	No
	TRI-DRY	25	ZuitSports, Inc.	2007-128661	12/28/2007			Pending Application	No
	Z-BOUND	25	ZuitSports, Inc.	2007-128662	12/28/2007			Pending Application	No
	Z-VA	25	ZuitSports, Inc.	2007-128663	12/28/2007			Pending Application	No
	QUICK-LACE (Standard Characters)	25	ZuitSports, Inc.	2007-128664	12/28/2007			Pending Application	No
	ZOOT	25	ZuitSports, Inc.	2007-128665	12/28/2007			Pending Application	No
								Proposed Mark	No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
Malaysia									

**TRADEMARK**

**TM Rights (Grouped by country) + Status + Wipo**

Report Date: 1/12/2009 3:51:58 PM

ID	Mark	Classes	Reg. Owner	ADD.#	ADD. Dt	Reg. #	Reg. Dt	Status	WIPO
2846	SPORTS ZOOT	25	ZuitSports, Inc.	2000-00609	1/21/2000	2000-00609	1/21/2000	Registered	No
	SPORTS (STYLIZED)								
3649	ZOOT	25	ZuitSports, Inc.	08018985	9/19/2008			Pending Application	No

Country: Mexico									
ID	Mark	Classes	Reg. Owner	ADD.#	ADD. Dt	Reg. #	Reg. Dt	Status	WIPO
3642	ZOOT	25	ZuitSports, Inc.					Proposed Mark	No
3643	SPORTS ZOOT	25, 35, 41	ZuitSports, Inc.					Proposed Mark	No
	SPORTS (STYLIZED)								

Country: New Zealand									
ID	Mark	Classes	Reg. Owner	ADD.#	ADD. Dt	Reg. #	Reg. Dt	Status	WIPO
2836	ZOOT	25	ZuitSports, Inc.	752452	8/1/2006	752452	8/1/2006	Registered	No
2847	SPORTS ZOOT	25	ZuitSports, Inc.	606681	1/17/2000	606681	2/8/2001	Registered	No
	SPORTS (STYLIZED)								
2848	SPORTS ZOOT	35	ZuitSports, Inc.	606682	1/17/2000	606682	2/8/2001	Registered	No
	SPORTS (STYLIZED)								
2849	SPORTS ZOOT	41	ZuitSports, Inc.	606683	1/17/2000	606683	2/8/2001	Registered	No
	SPORTS (STYLIZED)								

Country: Russian Federation									
ID	Mark	Classes	Reg. Owner	ADD.#	ADD. Dt	Reg. #	Reg. Dt	Status	WIPO
3641	SPORTS ZOOT	25, 35, 41	ZuitSports, Inc.	2008730669	9/24/2008			Pending Application	No
	SPORTS (STYLIZED)								
3640	ZOOT	25	ZuitSports, Inc.	2008730668	9/24/2008			Pending Application	No

Country: Singapore									
ID	Mark	Classes	Reg. Owner	ADD.#	ADD. Dt	Reg. #	Reg. Dt	Status	WIPO
2850	SPORTS ZOOT	25	ZuitSports, Inc.	T00/00747F	1/19/2000	T00/00747F	1/19/2000	Registered	No
	SPORTS (STYLIZED)								
2851	SPORTS ZOOT	41	ZuitSports, Inc.	T00/00749B	1/19/2000	T00/00749B	1/19/2000	Registered	No
	SPORTS (STYLIZED)								
2852	SPORTS ZOOT	35	ZuitSports, Inc.	T00/00748D	1/19/2000	T00/00748D	1/19/2000	Registered	No
	SPORTS (STYLIZED)								
3648	ZOOT	25	ZuitSports, Inc.	T08/12859J	9/18/2008			Pending Application	No

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Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
South Africa	ZOOT	025	ZuitSports, Inc.	2008/18070	8/6/2008			To be Abandoned	No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
South Korea	SPORTS ZOOT	41	ZuitSports, Inc.	41-2001-12789	7/3/2001	72482	12/17/2001	Registered	No
	SPORTS (STYLIZED)							Pending Application	No

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
Switzerland	SPORTS ZOOT	25, 35, 36, 41	ZuitSports, Inc.	59386/2005	11/16/2005	541781	1/12/2006	Registered	No
	SPORTS (STYLIZED)								

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
Taiwan	SPORTS ZOOT	41	ZuitSports, Inc.	89-4035	1/31/2000	S138649	2/16/2001	Registered	No
	SPORTS (STYLIZED)								
	SPORTS ZOOT	25	ZuitSports, Inc.	89-4037	1/31/2000	1028603	1/1/2003	Registered	No
	SPORTS (STYLIZED)								
	SPORTS ZOOT	35	ZuitSports, Inc.	89-4036	1/31/2000	S143257	6/1/2001	Registered	No
	SPORTS (STYLIZED)								

Country:	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
Thailand	SPORTS ZOOT	41	ZuitSports, Inc.	409223	1/19/2000	BOR11893	1/19/2000	Registered	No
	SPORTS (STYLIZED)								
	SPORTS ZOOT	42	ZuitSports, Inc.	409224	1/19/2000	BOR11892	1/19/2000	Registered	No
	SPORTS (STYLIZED)								
	SPORTS ZOOT	25	ZuitSports, Inc.	409222	1/19/2000	KOR147766	11/18/2001	Registered	No
	SPORTS (STYLIZED)								

TRADEMARK

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
3101	Z-BOUND	25	ZuitSports, Inc.	77/218,028	6/28/2007	3,474,994	7/29/2008	Pending Application	No
2837	ZOOT	25	ZuitSports, Inc.	78/940,498	7/28/2006	3,442,960	6/3/2008	Registered	No
2815	BIOWRAP	25	ZuitSports, Inc.	78/964,233	8/30/2006			Pending Application	No
2816	DYNAMIC X	25	ZuitSports, Inc.	78/962,328	8/28/2006			Pending Application	No
2817	FREFINISH	25	ZuitSports, Inc.	78/962,330	8/28/2006			Pending Application	No
2819	HIPHOLSTER	25	ZuitSports, Inc.	78/962,327	8/28/2006			Pending Application	No
2820	INTEGRA DPS	25	ZuitSports, Inc.	78/962,324	8/28/2006			Pending Application	No
2821	SPEEDZOOT	25	ZuitSports, Inc.	78/906,316	6/12/2006	3,482,408	8/5/2008	Registered	No
2831	SPORTS ZOOT	41	ZuitSports, Inc.	78/893,380	5/25/2006	3,307,018	10/9/2007	Registered	No
2832	SPORTS (STYLIZED)	25	ZuitSports, Inc.	78/962,323	8/28/2006	3,529,335	11/4/2008	Registered	No
2863	SPORTS ZOOT	35	ZuitSports, Inc.	78/069,997	6/19/2001	2,573,916	5/28/2002	Registered	No
2864	SPORTS ZOOT	25	ZuitSports, Inc.	78/070,001	6/19/2001	2,696,716	3/11/2003	Registered	No
2972	THERMALZONE	025	ZuitSports, Inc.	77/115,037	2/23/2007			Pending Application	No
2973	WRKS	025	ZuitSports, Inc.	77/115,056	2/23/2007			Pending Application	No
3083	Z-VA	025	ZuitSports, Inc.	77/218,061	6/28/2007	3,474,998	7/29/2008	Pending Application	No
3084	IMPRESS FOAM	025	ZuitSports, Inc.	77/218,053	6/28/2007	3,474,997	7/29/2008	Registered	No
3085	CARBONSPAN+ (Standard Characters)	025	ZuitSports, Inc.	77/218,046	6/28/2007	3,474,996	7/29/2008	Pending Application	No
3086	CARBONSPAN (Standard Characters)	025	ZuitSports, Inc.	77/218,035	6/28/2007	3,474,995	7/29/2008	Pending Application	No
3088	BAREFIT	025	ZuitSports, Inc.	77/218,025	6/28/2007	3,474,993	7/29/2008	Registered	No
3089	TRI-DRY	025	ZuitSports, Inc.	77/218,018	6/28/2007	3,470,664	7/22/2008	Registered	No
3090	TRI-O-MECHANICS	025	ZuitSports, Inc.	77/218,002	6/28/2007	3,470,663	7/22/2008	Registered	No
3079	QUICK-LACE (Standard Characters)	025	ZuitSports, Inc.	77/212,540	6/21/2007	3,438,519	5/27/2008	Registered	No
3282	WETZOOT	25	ZuitSports, Inc.	78/640,777	5/31/2005	3,087,766	5/21/2006	Registered	No

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	WIPO
3681	SPORTS ZOOT	41	ZuitSports, Inc.	20978-2008	10/27/2008			Pending Application	No
3680	SPORTS ZOOT SPORTS (STYLIZED)	35	ZuitSports, Inc.	20977-2008	10/27/2008			Pending Application	No

**TM Rights (Grouped by country) + Status + Wipo**

Report Date: 1/12/2009 Page: 1

Reg. No.	App. No.	App. Date	App. Status	Reg. No.	App. Date	App. Status
3644	ZOOT	25	ZuitSports, Inc.	20975-2008	10/27/2008	Pending Application No
3645	SPORTS ZOOT SPORTS (STYLIZED)	25	ZuitSports, Inc.	20976-2008	10/27/2008	Pending Application No

RECORDED: 01/28/2009

TRADEMARK  
REEL: 003925 FRAME: 0899

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