

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
Abilene Boot Co., Inc.		10/31/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Golden Retriever Outdoor Gear, LLC		
Street Address:	216 237th Place SW		
City:	Bothell		
State/Country:	WASHINGTON		
Postal Code:	98021		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1812229	GOLDEN RETRIEVER	
Registration Number:	1108742	GOLDEN RETRIEVER	
CORRESPONDENCE DATA			
Fax Number:	(425)487-1471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	425-488-4134		
Email:	john@batesely.com		
Correspondent Name:	John C. Ely		
Address Line 1:	18530 156th Ave. NE, #200		
Address Line 4:	Woodinville, WASHINGTON 98072		
NAME OF SUBMITTER:	John C. Ely		
Signature:	/JohnCEly/		
Date:	03/06/2009		

OP \$65.00 1812229

Total Attachments: 13

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**TRADEMARK
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TRADEMARK ASSIGNMENT AND SUPPLY AGREEMENT

This Agreement, dated this 31 day of January, 2005 (the "Effective Date"), between Abilene Boot Co., Inc., a Pennsylvania corporation ("Abilene"), and AJK, Inc., a Washington corporation ("AJK").

WHEREAS, Abilene is the owner of the "GOLDEN RETRIEVER" mark for leather footwear, including, without limitation, the trademarks, trade names, design marks and logos set forth in Exhibit A hereto, and the registrations thereof as set forth in Exhibit B hereto (collectively referred to herein as the "Trademark"), and the owner of the goodwill of the business associated with the Trademark; and

WHEREAS, Abilene desires to sell, assign and transfer to AJK all of its right, title and interest in and to the Trademark, all intellectual property therein, and the goodwill of the business associated with the Trademark; and

WHEREAS, Abilene further desires to sell, assign and transfer any and all of Abilene's files, records and materials that have been created relating to the Trademark, including any marketing materials (the "Peripheral Property"); and

WHEREAS, in consideration of the assignment and transfer of the Trademark and the Peripheral Property by Abilene, AJK agrees to pay to Abilene the sum of Eighty Thousand and no/100 Dollars (\$80,000.00) and, over a two year period, to purchase certain minimum amounts of leather footwear products from Abilene, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreement contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark. Subject to the terms and conditions set forth in this Agreement, Abilene hereby sells, assigns and transfers to AJK all of Abilene's right, title and interest in and to the Trademark, including the registrations of the Trademark, together with all of the goodwill of the business associated with the Trademark, and any and all rights to action or causes of action for infringement of the Trademark by a third party or for unfair competition in business in connection therewith that may have accrued or may exist on or prior to the Effective Date.

2. Assignment of Peripheral Property. Subject to the terms and conditions set forth in this Agreement, Abilene hereby further sells, assigns and transfers to AJK all of Abilene's right, title and interest in and to the Peripheral Property.

3. Purchase Price for the Trademark and Peripheral Property. The cash purchase price for the Trademark and Peripheral Property is Eighty Thousand and no/100 Dollars (\$80,000.00) (the "Purchase Price") and shall be paid, by certified check or other immediately available funds, from AJK to Abilene in three installments as follows:

a. a first installment in the amount of Twenty Six Thousand Six Hundred Sixty Six and 66/100 Dollars (\$26,666.66) to be paid on the Effective Date;

b. a second installment in the amount of Twenty Six Thousand Six Hundred Sixty Six and 67/100 Dollars (\$26,666.67) to be paid on or before the date that is 90 days after the Effective Date; and

c. a final installment in the amount Twenty Six Thousand Six Hundred Sixty Six and 67/100 Dollars (\$26,666.67) to be paid on or before the date that is 180 days after the Effective Date.

4. Representations and Warranties. Abilene hereby represents and warrants to AJK that Abilene has not heretofore sold, assigned, transferred or encumbered any of its right, title or interest in and to the Trademark or the Peripheral Property. Abilene further represents and warrants to AJK that Abilene has the authority to sell, assign and transfer its right, title and interest in and to the Trademark and enter into this Agreement and perform the obligations hereunder.

5. Indemnification of AJK. Abilene agrees to indemnify, and hold AJK harmless from and against any and all damages, losses, liens, liabilities, penalties, fines, and other costs and expenses (including reasonable attorney's fees and disbursements) that are incurred by AJK arising out of any claim by a third party that use of the Trademark by Abilene prior to the Effective Date constituted an infringement of such third party's patent, copyright, trademark or other intellectual property rights. AJK shall provide Abilene with prompt written notice of any claim for which indemnification is sought and cooperate fully with and allow Abilene, at Abilene's option, to control the defense and settlement of such claim. AJK may not settle any such claim without Abilene's prior written consent, which consent shall not be unreasonably withheld. AJK shall have the right, at its own expense, to participate in the defense of any such claim. Notwithstanding anything to the contrary contained in this Agreement, AJK acknowledges and agrees that this Section 5 shall not apply to any claim brought by or on behalf of the estate of Kent Anderson or to any claim brought by or on behalf of Maggie Anderson, or any entity in which either was an owner, principal, shareholder, officer, director or affiliate.

6. Product Design Period.

a. Beginning on the Effective Date, Abilene and AJK shall cooperate in good faith to finalize the designs for certain leather footwear products and to complete preparation for manufacture of such products. Once the parties have agreed in writing as to the finalized designs both for (i) the Golden Retriever Product Designs (as defined below) and (ii) the Abilene Product Designs (as defined below; the Abilene Product Designs and the Golden Retriever Product Designs are collectively referred to herein as the "Product Designs"), the parties shall cooperate in good faith to amend this Agreement by completing Schedule I attached hereto, which shall describe the products to be sold pursuant to this Agreement, including products to be manufactured pursuant to both the Golden Retriever Product Designs and the Abilene Product Designs (each a "Product" and collectively the "Products"), the purchase price for each Product, the specifications

for each Product and any other information agreed to in writing by the parties. For purposes of this Agreement, the term "Golden Retriever Product Designs" means only those designs which are conceived or created by Abilene for AJK subsequent to the Effective Date of this Agreement for the leather footwear products that Abilene and AJK may mutually agree in writing are to be manufactured by Abilene and sold by AJK under the Trademark. For purposes of this Agreement, the term "Abilene Product Designs" means any designs which are conceived or created by Abilene either prior to or subsequent to the Effective Date of this Agreement for any other leather footwear products to be sold pursuant to this Agreement. Once Abilene is able to manufacture the Products in accordance with the Product Designs, Abilene shall notify AJK of such and shall commence manufacture of the Products upon the date of receipt of an initial Purchase Order (defined below) from AJK (the "Manufacturing Commencement Date").

b. Abilene agrees to, and hereby does, sell, transfer and assign to AJK all present and future right, title and interest in and to the Golden Retriever Product Designs, whether in draft, hard copy, computer or digital form, including but not limited to worldwide copyright rights, patent rights, trademark rights and other intellectual property rights therein (and all registrations, renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, which have accrued or will accrue, from the conception or creation of each such Golden Retriever Design. Without limiting the foregoing, during the term of this Agreement, Abilene shall have the sole and exclusive right to prepare derivative works and to produce and/or manufacture all domestic products under the Golden Retriever Product Designs.

c. Abilene and AJK shall diligently pursue finalization of the Product Designs so as to accommodate a Manufacturing Commencement Date of not later than July 1, 2005. In the event the parties have not finalized the Product Designs by July 1, 2005 (the "Design Deadline Date"), either party shall have the right to terminate this Agreement at any time from the Design Deadline Date until Schedule I is completed in accordance with Section 6.a. above, by forwarding written notice of such termination to the other party. In the event this Agreement is terminated by AJK pursuant to this Section 6.c., in lieu of AJK's future purchase of the Products as described in Section 7 below, AJK shall, within thirty (30) days of such termination, pay to Abilene by certified check or other immediately available funds the sum of Twenty Thousand and no/100 Dollars (\$20,000.00) as additional purchase price for the Trademark and Peripheral Property. Except as herein provided, upon such termination, neither party shall have any further obligation to the other party under this Agreement.

7. Product Supply Period. As additional consideration for the assignment of the Trademark and the Peripheral Property from Abilene to AJK, the parties agree as follows:

a. Supply Year 1. For the one year period beginning on the Manufacturing Commencement Date ("Supply Year 1"), Abilene shall supply to AJK and AJK shall purchase from Abilene not less than five thousand (5,000) units of Products, or such other amount as may be agreed to in writing by the parties, upon the terms and conditions set forth in this Agreement.

b. Supply Year 2. For the one year period beginning on the expiration of Supply Year 1 ("Supply Year 2"), Abilene shall supply to AJK and AJK shall purchase from Abilene not less than seven thousand five hundred (7,500) units of the Products, or such other amount as may be agreed to in writing by the parties, upon the terms and conditions set forth in this Agreement.

8. Performance by Abilene: Force Majeure. During the term of this Agreement, Abilene agrees to use its best efforts to supply AJK the Products as may be reasonably requested by AJK from time to time. Abilene shall not be liable for any failure on its part to fill any order, or any delay in filling any order, if such failure or delay is due to strike, fire, flood, other natural disaster, embargo, accident, or inability of Abilene to obtain materials or foreign labor, or due to war, expropriation, confiscation, priority or other ruling, instruction, order or interference by civil or military authorities, whether legal or de facto, or due to transportation delays or any other cause beyond the control of Abilene (a "Force Majeure Event"). In the event Abilene suffers a Force Majeure Event and is unable to perform hereunder for a period of sixty (60) days, AJK shall be entitled to terminate this Agreement upon five (5) days prior written notice, which termination shall not impair AJK's rights to any of the Trademark, Peripheral Property and/or Golden Retriever Product Designs.

9. Purchase Orders. AJK shall initiate the purchase of Products from Abilene by issuing to Abilene purchase orders ("Purchase Orders"), which Purchase Orders shall be limited to a description of the Products, the quantities, and the time, place and manner of delivery. The purchase price of the Products, as well as order, shipping, and payment terms, are set forth in this Agreement, including without limitation Schedule I attached hereto. No inconsistent terms in any Purchase Order, acknowledgement or transmittal or confirming document shall be effective to alter the terms of this Agreement. Any Purchase Orders submitted by AJK must be accepted by Abilene and any additional, different or inconsistent terms proposed by AJK must be assented to in writing by Abilene in order to be effective to alter the terms of this Agreement.

10. Purchase Price and Payment Terms. Upon completion of Schedule I hereto in accordance with the terms of Section 6.a. above, Abilene shall charge and AJK shall pay a price per unit of each Product equal to price for such Product as set forth on such Schedule I (as amended and/or supplemented as necessary from time to time by Abilene, upon prior written notice to AJK). AJK shall pay Abilene in full for the Products net thirty (30) days of the invoice date for such Products, unless mutually agreed in writing by the parties. All invoices are payable at Abilene's address as listed in such invoice in lawful money of the United States.

11. Shipment. The Products shall be shipped FOB Abilene's production facility in Somerset, Pennsylvania.

12. Confidentiality.

a. Confidential Information. During the term of this Agreement and thereafter, each party agrees that it will not disclose or use any of the other party's Confidential Information. "Confidential Information" means any oral, written, or graphic

information including, information relating to the terms of this Agreement, Abilene's or AJK's processes, products, designs, technology, sales and profits, pricing, and other financial data, and service improvement recommendations. The party disclosing such Confidential Information shall hereinafter be referred to as the "Disclosing Party," and the party receiving such Confidential Information shall be hereinafter referred to as the "Recipient." If Recipient is obligated to produce the Confidential Information under order of a court of competent jurisdiction, Recipient will immediately give written notice of same to the Disclosing Party and shall disclose such information only to extent required by law. Upon the termination or expiration of this Agreement, for whatever reason, or upon the prior demand of the Disclosing Party, Recipient shall immediately destroy all Confidential Information and all materials containing Confidential Information then in Recipient's possession or control. Nothing in the foregoing, however, shall prevent Recipient from disclosing to others or using in any manner information which Recipient can show:

- i. Has been published and has become part of the public domain other than by acts, omissions or fault of Recipient or its employees; or
- ii. Has been furnished or made known to Recipient by third parties (other than those acting directly or indirectly for or on behalf of Recipient) as a matter of legal right without restrictions on its disclosure; or
- iii. Was in Recipient's possession prior to the disclosure thereof by the Disclosing Party.

The obligations of confidentiality, limited use and nondisclosure hereunder with respect to any item of Confidential Information shall survive any termination or expiration of this Agreement and shall continue for a period of ten (10) years from the date of termination or expiration of this Agreement.

b. Samples. Any samples provided by a Disclosing Party under this Agreement shall constitute Confidential Information subject to the terms and obligations of this Agreement. The Recipient agrees not to analyze any such sample; however, it is understood that the Recipient may conduct certain testing in order to determine the performance and suitability of the samples for footwear applications, to evaluate the results and whether the finished products possess certain desired properties, and/or for such other limited purposes as is necessary in connection with this Agreement. The results of such testing shall also be deemed Confidential Information subject to the terms and conditions of this Agreement.

c. Remedies. Each party hereto acknowledges and agrees that the Disclosing Party would suffer irreparable injury in the event of a breach by the Recipient of any of the provisions of this Section 12 and that the Disclosing Party shall be entitled to an injunction entered by any court of competent jurisdiction, restraining it from any breach or threatened breach thereof. Nothing herein shall be construed, however, as prohibiting the Disclosing Party from pursuing any other remedies at law or in equity which it may

have for any such breach or threatened breach of any provision of this Section 12, including the recovery of damages from the Recipient.

13. Term. The term of this Agreement shall begin on the Effective Date and continue until the expiration of Supply Year 2, unless either party shall earlier terminate this Agreement pursuant to Section 14 hereof. Termination of this Agreement shall not impair AJK's rights to any of the Trademark, Peripheral Property and/or Golden Retriever Product Designs.

14. Termination. Either party may terminate this Agreement at any time, without waiving any legal rights or remedies it may otherwise have, effective immediately upon written notice, upon the occurrence of any of the following:

a. The other party fails to cure a material breach of or default in any of its obligations to be performed hereunder (other than a breach of or default on a payment obligation) within twenty (20) days of written notice of such breach or default; or

b. The other party fails to cure a breach of or default in any of its payment obligations within ten (10) days of written notice of such breach or default; or

c. The other party becomes involved in litigation or proceedings relating to bankruptcy or insolvency or makes a general assignment for the benefit of its creditors; or

d. The other party sells all or substantially all of its assets or capital stock to, or is merged into, another person or entity (other than to a person or entity which owns eighty percent (80%) or more of the party) or if more than fifty percent (50%) of its stock is sold or otherwise transferred, but only if, in the reasonable judgment of the first party, either (1) the sale to, or merger into, such other person or entity would have a likelihood of materially impairing performance under the Agreement, or (2) the other person or entity is a competitor of the first party.

Expiration or termination, for any reason, of this Agreement shall not affect any monies owing or obligations incurred by either of the parties hereto prior to such expiration or termination.

15. Notices. Any notice to be given hereunder shall be in writing and delivered personally, sent by fax, sent by reputable courier service, or sent by certified or registered mail, postage prepaid, return receipt requested, addressed to the party concerned at the following address:

If to Abilene:

Abilene Boot Co., Inc.
841 South Center Avenue
Somerset, PA 15501
Attn: Ross Auman

Telephone No.: (814) 443-6545
Telecopier No.: (814) 443-4777

If to AJK:

AJK, Inc.
4237 East Airport Drive
Ontario, CA 91761
Attn.: David McColley

Telephone No.: (614) 325-5326
Telecopier No.:

And to:

John C. Ely
Bates & Ely, PLLC
18530 156th Ave. NE, #200
Woodinville, WA 98072

Telephone No.: (425) 488-4134
Telecopier No.: (425) 487-1471

Either party may change its address for purposes of this Agreement by notice given in compliance with this Section 15. All such notices, requests, demands and communications shall be deemed to have been given on the date of delivery if personally delivered, sent by fax or sent by reputable courier service; or on the tenth business day following the mailing thereof if sent by mail, postage prepaid.

16. Warranty. Abilene warrants that the Products sold hereunder shall meet the specifications set forth in Schedule I attached to this Agreement (as such Schedule I may be amended and/or supplemented from time to time), and ABILENE MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Claims on account of loss of or damage to the Products shall be waived unless made in writing within ten (10) days from the date of delivery. Upon written notice of nonconformity of any Product, Abilene shall have the right to cure said nonconformity within a reasonable time even though the time for delivery has expired. AJK's REMEDIES FOR BREACH OF WARRANTY BY ABILENE SHALL BE LIMITED TO OBTAINING CONFORMING PRODUCTS FROM ABILENE OR THE CREDITING OF AJK'S ACCOUNT WITH ABILENE FOR ANY AMOUNTS AJK MAY ALREADY HAVE PAID FOR NONCONFORMING PRODUCTS. Notwithstanding the foregoing, in the event Abilene credits AJK's account pursuant to the foregoing, if AJK has not submitted additional Purchase Orders to Abilene within ninety (90) days of such credit which offset any such credit, Abilene shall provide a cash refund to AJK in the amount of any such unused credit.

17. Limitation of Liability. ABILENE WILL NOT BE LIABLE TO AJK FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY INDIRECT OR SPECIAL DAMAGES, INCLUDING PUNITIVE AND TREBLE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF AJK OR ITS CLIENTS

OR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, PROFITS, USE OF MONEY OR USE OF PRODUCTS OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EXCEPT IN THE CASE OF PERSONAL INJURY OR PROPERTY DAMAGE WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

18. No Amendment or Waiver. No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in writing and signed by a duly authorized representative of AJK and by a duly authorized representative of Abilene. The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement shall not be construed as a waiver of the future performance of any of the provisions of this Agreement, but the obligation of the other party with respect to such future performance shall continue in full force and effect.

19. Governing Law and Jurisdiction. This Agreement shall be construed and interpreted solely in accordance with the laws of Pennsylvania without regard to conflict of law principles.

20. No Assignment. This Agreement shall not be assigned in whole or in part by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. Severability. If any court or regulatory agency or body determines, in a form and manner which render such determination enforceable against either of the parties, that any provision of this Agreement is void, invalid, unenforceable, or illegal, such determination shall not affect any other provision of this Agreement, and this Agreement shall, if reasonable, be construed and performed as if such void, invalid, unenforceable, or illegal provision had never been contained herein.

22. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and supersedes and replaces all other understandings and agreements, whether oral or in writing previously entered into by the parties. No modification of this Agreement shall be of any force or effect unless in writing signed by the parties.

23. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument.

24. Costs and Attorney Fees. If any party hereto shall bring a suit, arbitration or take other action against the other party for relief, declaratory or otherwise, arising out of this Agreement, the substantially prevailing party shall have and recover reasonable attorney fees, in addition to costs and disbursements, against the other party, whether or not a lawsuit is filed, and including costs and fees on appeal.

IN WITNESS WHEREOF, Abilene and AJK have each caused this Agreement to be executed by its duly authorized representatives as of the Effective Date of this Agreement.

Abilene Boot Co., Inc.

AJK, Inc.

By: Ross W. Auman

By: David R McColley

Name: Ross W. Auman

Name: David R McColley

Title: Treasurer

Title: MANAGER

Exhibit A

The Trademark

1. The trade name and trademark "GOLDEN RETRIEVER"
2. All GOLDEN RETRIEVER design marks and logos, including, without limitation, the design mark and logo set forth on Schedule B.

Schedule I

Products List

1. Products
2. Specifications
3. Prices
4. Other Terms

IN WITNESS WHEREOF, Abilene and AJK have each caused this Schedule I to the Supply Agreement dated January 31, 2005, to be executed by its duly authorized representatives as of the dates indicated below.

Abilene Boot Co., Inc.

AJK, Inc.

By: Ross W. Auman

By: David R McCally

Name: Ross W. Auman

Name: David R McCally

Title: Treasurer

Title: MANAGER

Date: 1-31-05

Date: 2-01-05

Exhibit B

The Registrations

- GOLDEN RETRIEVER for leather footwear, United States Registration No. 1,812,229
- GOLDEN RETRIEVER & Design (below) for leather footwear, United States Registration No. 1,108,742



- GOLDEN RETRIEVER & Design (above) for leather water-proofing composition used upon footwear, apparel and luggage and for leather conditioning compositions for use upon footwear, apparel and luggage, South Korea Registration No. 416,862

ASSIGNMENT OF TRADEMARK AGREEMENT

Whereas, AJK, Inc., a Washington corporation (the "Assignor") with its principal offices located at 216-237th Pl. SW Bothell, WA 98021 entered into a Trademark Assignment and Supply Agreement (the "Trademark Agreement") with Abilene Boot Co, Inc. on or about January 31, 2005 and,

Whereas Golden Retriever Outdoor Gear, LLC, a Washington limited liability company (the "Assignee") with its principal offices located at 216 -- 237th Pl. SW, Bothell WA 98021 desires to acquire all of the Assignor's right, title and interest in and to the Trademark Agreement, including all common law and statutory rights in the intellectual properties contained therein, together with all goodwill symbolized thereby and connected therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign to the Assignee all right, title and interest in and to the Trademark Agreement, together with all common law and statutory rights, titles and interest in and to said Trademark Agreement and intellectual properties contained therein, together with the goodwill of the business connected with the Trademark Agreement.

Dated: 12-6, 2006

AJK, Inc.

Golden Retriever Outdoor Gear, LLC

[Signature]

[Signature]

By: Randell Addis
Its: President

Randell Addis, Manager

STATE OF Washington)
) ss
COUNTY OF King)

I certify that I know or have satisfactory evidence that Randell Addis signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the President of AJK, Inc. and as a Manager of Golden Retriever Outdoor Gear, LLC and to be the free and voluntary act and deed of said corporation and limited liability company for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on 12/6, 2006.



[Signature]
Notary Public in and for the State of Washington, residing
at Bothell, WA
My commission expires 2/18/10