

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
Ross Outdoor Sports Specialties, LLC		10/01/2010	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	3M Company
Street Address:	2501 Hudson Road
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55144
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85104346	ROSSTEC
Serial Number:	85101307	ROSS WORLDWIDE
Serial Number:	85101559	ROSS WORLDWIDE
Serial Number:	85099305	DIAMOND
Serial Number:	85099308	RX
Serial Number:	85099310	F1
Serial Number:	85099313	UPLAND TREKKER
Serial Number:	85099319	DRIFT
Serial Number:	78667546	MOMENTUM
Serial Number:	85140909	EVOLUTION
Serial Number:	85140703	PERFORMANCE IN THE OUTDOORS

CORRESPONDENCE DATA

Fax Number: (651)736-3783

900177818

**TRADEMARK
 REEL: 004418 FRAME: 0109**

CH \$290.00 85104346

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@mmm.com
Correspondent Name: Sarah Lockner
Address Line 1: 2501 Hudson Road
Address Line 4: St. Paul, MINNESOTA 55124

NAME OF SUBMITTER:	Sarah A. Lockner
Signature:	/Sarah A. Lockner/
Date:	11/15/2010

Total Attachments: 4
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TRADEMARK AND SERVICE MARK REGISTRATION AND APPLICATION ASSIGNMENT

This Trademark and Service Mark Registration and Application Assignment ("the Registration and Application Assignment Agreement"), is entered into this 1st day of October, 2010, by and among Ross Outdoor Sports Specialties, LLC, a Colorado limited liability company, 1 Ponderosa Court, Montrose, Colorado 81401, U.S.A. ("Assignor") and 3M Company, a Delaware corporation, 3M Center, 2501 Hudson Road, St. Paul, Minnesota 55144, U.S.A. ("Assignee").

WHEREAS, simultaneously herewith Assignor and Assignee have entered into that certain Asset Purchase Agreement ("Purchase Agreement") dated October 1, 2010 by and between Assignor, Assignee, David S. Heller, and Dan V. Clark. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement; and

WHEREAS, Assignor owns the following applications for trademarks pending before the United States Patent and Trademark Office (the "Marks"):

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ROSSTEC	85104346	10-AUG-2010
ROSS WORLDWIDE	85101307	05-AUG-2010
ROSS WORLDWIDE	85101559	05-AUG-2010
DIAMOND	85099305	03-AUG-2010
RX	85099308	03-AUG-2010
PT	85099310	03-AUG-2010
UPLAND TREKKER	85099313	03-AUG-2010
DRIFT	85099319	03-AUG-2010
MOMENTUM	78867546	11-JUL-2005
EVOLUTION	85140909	29-SEP-2010
PERFORMANCE IN THE OUTDOORS	85140703	29-SEP-2010

WHEREAS, Assignor has intended to use the Marks in interstate commerce and has filed applications with the United States Patent and Trademark office on the dates set forth above, and

WHEREAS, Assignee, is desirous of acquiring all rights, title and interest in and to the Marks, including any applications relating to the Marks, together with the goodwill of the business symbolized by the Marks set forth above; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignee does hereby assign unto Assignor, and Assignor hereby accepts such assignment, all of its right, title and interest in and to the Marks, including the applications set forth above, together with the goodwill of the business symbolized by the Marks. Pursuant to the Purchase Agreement, Assignee is acquiring the portion of the business of Assignor that pertains to the Marks as required by 15 USC § 1060.

Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Registration and Application Assignment Agreement. In the event of any conflict or inconsistency between the terms of this Registration and Application Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control. This Registration and Application Assignment Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado without regard to its rules regarding conflicts of law.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed effective the 1st day of October, 2010.

ASSIGNOR:

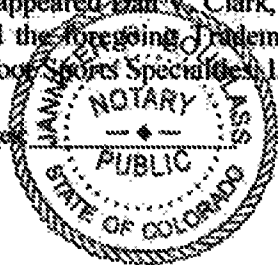
Ross Outdoor Sports Specialties, LLC
a Colorado limited liability company

By: [Signature]
Name: Dan V. Clark
Its: Manager

STATE OF COLORADO
COUNTY OF ARAPAHOE

On this 28th day of September, 2010, before me, a Notary Public in and for the State and County foresaid, personally appeared Dan V. Clark, known by me to be the person above named, who acknowledged to me that he executed the foregoing Trademark Assignment Agreement in his duly authorized capacity as an officer of Ross Outdoor Sports Specialties, LLC, and for the purpose therein set forth.

My Commission Expires:



[Signature]
Notary Signature

My Commission Expires 09/08/2012

ASSIGNEE:

3M Company
a Delaware corporation

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2010, before me, a Notary Public in and for the State and County foresaid, personally appeared _____, known by me to be the person above named, who acknowledged to me that he executed the foregoing Trademark Assignment Agreement in his duly authorized capacity as an officer of 3M Company, and for the purpose therein set forth.

My Commission Expires: _____

Notary Signature

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed effective the 1st day of October, 2010.

ASSIGNOR:

Ross Outdoor Sports Specialties, LLC
a Colorado limited liability company

By: _____
Name: Dan V. Clark
Its: Manager

STATE OF COLORADO
COUNTY OF ARAPAHOE

On this 28th day of September, 2010, before me, a Notary Public in and for the State and County
foresaid, personally appeared Dan V. Clark, known by me to be the person above named, who acknowledged to
me that he executed the foregoing Trademark Assignment Agreement in his duly authorized capacity as an
officer of Ross Outdoor Sports Specialties, LLC, and for the purpose therein set forth.

My Commission Expires: _____

Notary Signature

ASSIGNEE:

3M Company
a Delaware corporation

By: _____
Name: Robert W. Sprague
Its: Assistant Secretary

STATE OF Minnesota
COUNTY OF Ramsey

On this 1st day of October, 2010, before me, a Notary Public in and for the State
and County foresaid, personally appeared Robert W. Sprague known by me to be the person above named,
who acknowledged to me that he executed the foregoing Trademark Assignment Agreement in his duly
authorized capacity as an officer of 3M Company, and for the purpose therein set forth.

My Commission Expires: 1-21-2015

Notary Signature



(Signature page Trademark Assignment Agreement)