

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
TU Holding Company, Inc.		04/01/2011	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	TeamUnify, LLC		
Street Address:	63026 Lower Meadow Drive		
Internal Address:	Suite 130		
City:	Bend		
State/Country:	OREGON		
Postal Code:	97701		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85126409	TOUCHPAD	
Serial Number:	85022158	SWIMOFFICE	
Serial Number:	85022167	TEAMUNIFY	
Serial Number:	77801318	GETOUTSWIM	
Serial Number:	77801319	ONDECK	
CORRESPONDENCE DATA			
Fax Number:	(503)796-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Michael A. Cohen		
Address Line 1:	1211 SW Fifth Avenue		
Address Line 2:	Suites 1500-2000		
Address Line 4:	Portland, OREGON 97204		

CH \$140.00 85126409

ATTORNEY DOCKET NUMBER:	121427-177011
NAME OF SUBMITTER:	Michael A. Cohen
Signature:	/michael a cohen/
Date:	04/12/2011
Total Attachments: 3 source=04-01-11 assignment from TU Holding Company, Inc. and TeamUnify, LLC#page1.tif source=04-01-11 assignment from TU Holding Company, Inc. and TeamUnify, LLC#page2.tif source=04-01-11 assignment from TU Holding Company, Inc. and TeamUnify, LLC#page3.tif	

**General Assignment of Trademarks, Domain Names
and Related Rights**

THIS AGREEMENT dated April 1, 2011, is between TU Holding Company, Inc., an Oregon corporation (“Assignor”) and TeamUnify, LLC, an Oregon limited liability company (“Assignee”).

RECITAL

Pursuant to the Contribution Agreement dated effective April 1, 2011, among TYR Sport, Inc., Assignor, and Assignee (the “**Contribution Agreement**”), it has been agreed that Assignor will transfer to Assignee, and Assignee desires to accept, all registered and unregistered trademarks and service marks, and applications therefore, and all domain names, that Assignor owns, all as shown on Schedule A attached hereto (hereinafter the “**Trademarks and Domain Names**”).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys, and transfers to Assignee all of Assignor’s right, title, and interest to the Trademarks and Domain Names, together with:

1. the entire business of Assignor, which is ongoing and existing, to which said Trademarks and Domain Names pertain as required by 15 U.S.C. §1060;
2. all goodwill of the business appertaining to and symbolized by the Trademarks and Domain Names;
3. the right to sue, counterclaim, and recover for all past, present, and future infringement of the rights assigned to Assignee hereunder; and
4. the rights of Assignor in and to the applications for and registrations of the Trademarks and Domain Names.

Assignor agrees to take all further actions reasonably requested by Assignee to affect the transfer intended by this Agreement.

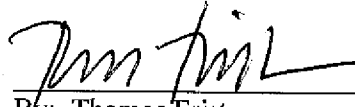
Assignor reaffirms that the representations and warranties set forth in the Contribution Agreement with respect to the Trademarks and Domain Names are true and correct as of the date hereof, and agrees to defend, indemnify and hold Assignee harmless as contemplated by and provided for in the Contribution Agreement. Notwithstanding anything herein to the contrary, the provisions of this Agreement shall be subject to the provisions of the Contribution Agreement and to the extent the provisions of this Agreement are inconsistent in any way with the provisions of the Contribution Agreement, the provisions of the Contribution Agreement shall be controlling.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ASSIGNOR:

TU Holding Company, Inc.

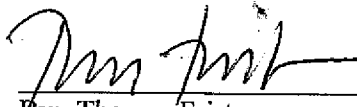


By: Thomas Fristoe

Its: President

ASSIGNEE:

TeamUnify, LLC



By: Thomas Fristoe

Its: Manager

SCHEDULE A

Trademarks and Domain Names

TRADEMARK REGISTRATIONS:

TEAMUNIFY (standard character) – US Registration No. 3,886,352

ONDECK (standard characters) – US Registration No. 3,763,114

TRADEMARK APPLICATIONS:

TEAMUNIFY – Australian Application No. 1,358,544

TEAMUNIFY – Canadian Application No. 1,478,489

ONDECK – Australian Application No. 1,358,543

ONDECK – Canadian Application No. 1,478,502

SWIMOFFICE & Design – US Application No. 85/022,158

TOUCHPAD (standard characters) – US Application No. 85/126,409

GETOUTSWIM (standard characters) – US Application No. 77/801,318

UNREGISTERED TRADEMARKS:

TU & Design

TULESSONS

TU IMMERSION TOUR

DOMAIN NAMES:

www.teamunify.com

www.teamunify.net

www.getoutswim.com

www.teamunifyuniversity.com

www.teamunifygear.com

www.lapmanager.com

www.lapmanager.net