

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
LAFUMA AMERICA		06/15/2012	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Madden Equipment LLC		
Street Address:	100 Jackson Street, Suite 101		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1360554	MADDEN M	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.332.5300		
Email:	Istrom@merchantgould.com		
Correspondent Name:	Merchant & Gould P.C.		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	40810.3US01		
NAME OF SUBMITTER:	Dana P. Jozefczyk		
Signature:	/Dana P. Jozefczyk/		
Date:	10/01/2012		

OP \$40.00 1360554

Total Attachments: 12

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SALE, ASSIGNMENT AND TRANSFER AGREEMENT

This SALE, ASSIGNMENT AND TRANSFER AGREEMENT (the "Agreement") is entered into by and between Lafuma America, Inc. (the "Seller"), a Colorado corporation with offices at 6662 Gunpark Drive, Boulder, Colorado and Madden Equipment LLC, a Colorado limited liability company with offices at 100 Jackson Street, Suite 101, Denver, Colorado 80206 (the "Buyer").

WHEREAS, the Seller acquired from Madden Mountaineering, Inc. its trademarks, tradenames, associated goodwill, website, Uniform Resource Locator and domain name, client list, common law copyrights, patterns and models ("Madden Intellectual Property Assets") pursuant to that certain Sale, Assignment and Transfer Agreement dated March 15, 2001 and that certain Sale, Assignment and Transfer of Pattern Agreement dated March 15, 2011, copies of which have been furnished by Seller to Buyer,

WHEREAS, the Buyer desires to acquire the Madden Intellectual Property Assets,

WHEREAS, to date the Seller does not use any Madden Intellectual Property Assets,

WHEREAS, the Seller desires to sell to the Buyer, and the Buyer desires to buy from the Seller the Madden Intellectual Property Assets (as hereinafter defined);

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree that, subject to the conditions herein contained:

ARTICLE I SALE OF ASSETS AND TERMS OF PAYMENT

1.1 The Sale.

- (a) Upon the terms and subject to the conditions of this Agreement, the Seller hereby irrevocably and perpetually sells, conveys, transfers, assigns and delivers to the Buyer, and the Buyer purchases and acquires from the Seller, all of the Seller's right, title and interest in and to:
 - (i) The trademark registered in the United States Patent and Trademark Office and owned by the Buyer and identified on Schedule 1.1 (a) at subsection 1 (Serial No. 73526591, Registration No. 1360554) ("Trademark") and the URL and Domain Name www.maddenusa.com and the website associated therewith. (collectively the Titled Intellectual Property Assets)
 - (ii) The worldwide unregistered and common law trademarks, trade names, service marks, logos, insignias and designations currently owned by Buyer and identified on Schedule 1.1(a) at subsections 2, 3, 4, and 5, and the patterns and

models for Madden Mountaineering, Inc. backpacks and custom carrying cases that Seller acquired from Madden Mountaineering, Inc. pursuant to that certain Sale, Assignment and Transfer of Pattern Agreement dated March 15, 2001, and any subsequently developed Madden patterns and models related thereto, and all sales and marketing collateral concerning Madden if any, including but not limited to catalogs, advertisements, brochures, and press releases, and drafts of the same, whether in printed or electronic form. (collectively the "Untitled Intellectual Property Assets"), together with all causes of action (and the proceeds thereof) in favor of the Seller heretofore accrued or hereafter accruing with respect to the Titled Intellectual Property Assets and the Untitled Intellectual Property Assets).

- (iii) All worldwide rights to use, control use of (including the right to sublicense), apply for the registration of, and register new trade names, trademarks, service marks, logos, insignias and designations containing the Trademark, the Titled Intellectual Property Assets, the Untitled Intellectual Property Assets or any derivation thereof, either alone or in conjunction with other words or symbols (collectively the "New Trademark").
 - (iv) The goodwill, if any, of or pertaining to the the Titled Intellectual Property Assets and the Untitled Intellectual Property Assets.
 - (v) Common law copyrights including but not limited to a copyrights in the website.
 - (vi) The client list and sales analysis information for Madden Mountaineering, Inc. that Seller acquired from Madden Mountaineering, Inc. pursuant to that certain Sale, Assignment and Transfer Agreement dated March 15, 2001, and any subsequently developed Madden client list and sales analysis information related thereto.
 - (vii) The foregoing is collectively referred to as the "Madden Intellectual Property Assets."
- (b) The Seller agrees to execute, contemporaneously herewith, the Trademark Assignment and Domain Name Assignment in substantially the form attached hereto in Schedule 1.1(b) and Schedule 1.1(c). The Seller agrees that the Buyer is authorized to file the Trademark Assignment and Domain Name Assignment with any worldwide trademark office, including the United States Patent & Trademark Office, domain registrar or other third party in order to evidence and effectuate the transfer of the Trademark, Domain Name and URL to Buyer.
- (c) Except as otherwise set forth herein, it is understood and agreed that the Buyer is not assuming any debts, commitments, obligations or liabilities of the Seller. In addition, it is expressly agreed and understood that Seller is not transferring, and Buyer is not assuming, any product or service warranties made by Madden Mountaineering, Inc.

or Seller.

(d) The Madden Intellectual Property Assets, including the original Certificate of Registration of the Trademark, shall be delivered by Seller to Buyer at a closing to be held at Seller's Boulder, Colorado office no later than June 22, 2012. In addition, Seller shall cause the domain name registrar, reseller, and/or appropriate third party to transfer and title the domain name www.maddenusa.com in Buyer's name by June 22, 2012.

1.2 Payment Amount. Upon the terms and subject to the conditions contained in this Agreement, in reliance upon the representations, warranties, covenants, and agreements of the Seller contained herein, and in consideration of the sale, assignment, transfer and delivery of the Assets, within five business days of the Effective Date, the Buyer will pay to the Seller an aggregate sum of ten thousand U.S. dollars (\$10,000.00) by check or wire transfer to Seller.

ARTICLE II THE EFFECTIVE DATE

2.1 Effectiveness of the Agreement This Agreement shall be made effective as of the date the last-signing party executes this Agreement ("Effective Date").

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Buyer as follows:

3.1 Warranty of Ownership and Authority to Transfer, No Violation. Seller represents and warrants that it is the owner of and is authorized to transfer the Madden Intellectual Property Assets to Buyer. Neither the execution and delivery of this Agreement by the Seller nor the consummation by the Seller of the transactions contemplated hereby nor compliance by the Seller with any of the provision hereof will violate or constitute a breach of any agreement to which Seller is a party or otherwise bound.

3.2 No Liens. The Seller represents and warrants that the Seller has not encumbered, and to Seller's knowledge no third party has encumbered, the Madden Intellectual Property Assets with any liens, warranty claims, pledges, charges, mortgages, security interests, restrictions, easements, liabilities, claims, encumbrances or rights of others of any kind and description (collectively, "Liens").

3.3 Legal Proceedings, etc. There are no actions, suits, proceedings or any legal, administrative, arbitration or other proceedings or governmental investigations pending or, to Seller's knowledge, threatened against the Seller which relate to or affect any of the Madden Intellectual Property Assets or which seek to question, delay or prevent the consummation of or would potentially impair the ability of the Seller to consummate the transaction contemplated hereby. There is not outstanding any order, writ, injunction,

award or decree of any court or arbitrator or any federal, state, municipal or other governmental department, commission, board, agency or instrumentality with respect to or affecting the Madden Intellectual Property Assets. To Seller's knowledge and belief, the Madden Intellectual Property Assets and Seller's use thereof, do not infringe and will not infringe on the rights owned or held by any other person, and there is no claim or litigation pending or threatened against the Seller contesting the right of the Seller to sell or the right of the Seller to use any of the Madden Intellectual Property Assets.

- 3.4 No Other Intellectual Property Assets. Other than any interest of the Seller in the Madden Intellectual Property Assets transferred under this Agreement to Buyer, the Seller does not assert, and has not acquired, any right, title or interest in other intellectual property assets, patents, trademarks, logos, designs, symbols, trade names, service marks, copyrights, or other commercial designations in connection with the Madden Intellectual Property Assets.
- 3.5 License Agreements. To the Seller's knowledge and belief, there are no license agreements currently affecting any of the Assets.
- 3.6 Missing Assets. Seller cannot locate the client list, patterns and models transferred under this Agreement. If Seller locates these items, Seller will immediately send them to Buyer.

ARTICLE IV COVENANTS OF THE PARTIES

- 4.1 Further Assurances. From time to time, without further consideration, the Seller, will execute and deliver such documents to the Buyer as the Buyer may reasonably request in order to more effectively consummate the transactions contemplated hereby. For example, Seller will execute any reasonably necessary documents for Buyer to register the Trademark in its name, file any application for a New Trademark at any worldwide trademark office, including the United States Patent & Trademark Office, and cause the www.maddenusa.com domain name and URL to be registered in Buyer's name.
- 4.2 No Commercial Use by Seller of Madden Intellectual Property Assets. Buyer's ownership of the Madden Intellectual Property Assets and Buyer's right to use the Madden Intellectual Property Assets shall be exclusive to Buyer. Seller shall not, directly or indirectly, use commercially, or authorize or cause third parties to use commercially, the Madden Intellectual Property Assets, alone or in combination with other words or symbols. The Seller shall also not, directly or indirectly, apply for registration of the Trademark or any New Trademark, alone or with other words or symbols, at any worldwide trademark office, including the United States Patent & Trademark Office. Seller shall not, directly or indirectly, impair or limit Buyer's rights in the Madden Intellectual Property Assets acquired either under this Agreement or otherwise.
- 4.3 No Opposition to Registration. The Seller consents to and will not, directly or indirectly, interfere with, or file oppositions to, registration by Buyer of the Trademark and any New Trademark with any worldwide trademark office, including the United States Patent &

Trademark Office. The Seller consents to and will not, directly or indirectly, interfere with, or file oppositions to, registration by Buyer of the domain name and URL with any third party, including but not limited to domain name registrars.

- 4.4 Waiver of Claims by Seller and Covenant not to Sue. Other than for material breaches of this Agreement, Seller hereby releases, remises and forever discharges Buyer, Buyer's partners, assigns, licensees, distributors, customers, successors-in-interest, agents, employees, former employees, attorneys, lenders, insurers, representatives, and trustees (collectively, "Buyer Parties") of and from any and all claims, demands, debts, obligations, liabilities, costs, expenses, and cause or causes of action, which exist or which Seller may claim to exist arising out of or relating to the use of the Madden Intellectual Property Assets by Buyer or a Buyer Party in connection with any products or services. So long as Buyer is not in material breach of its obligations under this Agreement, Seller covenants, agrees and promises not to bring any suit, claim, or action against Buyer or Buyer Parties challenging the use anywhere in the world of the Madden Intellectual Property Assets.
- 4.5 Confidentiality. Except as otherwise provided in this Agreement, neither party shall disclose, directly or indirectly, in whole or in part, to any third person, firm or corporation, any portion of this Agreement. This Agreement may be used by and disclosed to the either party's agents or advisors who require access to the Agreement, but only to the extent such agents and advisors are required to protect the Agreement against any other use or disclosure to at least the extent outlined in this Agreement. In addition, this Agreement may be disclosed to either party's employees, officers, and directors only as needed to fulfill the purposes of this Agreement and only after informing such persons of the confidential nature of the Agreement. This Agreement may also be disclosed to the extent required by law or by court of competent jurisdiction.

ARTICLE V
TERM AND TERMINATION

- 5.1 Term. This Agreement shall be perpetual unless terminated for material breach.

ARTICLE VI
INDEMNIFICATION, LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES

- 6.1 Obligation to Defend. Seller shall defend Buyer, its Affiliates, and their respective directors, officers, employees, agents, contractors, successors, and assigns from and against any and all claims, demands, investigations, and causes of actions by third parties (each, a "Claim") to the extent such Claims are based on or arise from a breach by Seller of any of its representations, warranties, covenants or agreements set forth in this Agreement. In addition, in case of an unfavorable decision by a court due to a Claim, Seller shall indemnify and hold the Buyer harmless from and against any and all direct damages, losses, fines, penalties, costs, and other amounts (including reasonable

attorney's fees and expenses) incurred or suffered by the Buyer in connection with such decision.

- 6.2 Limitation of Liability and Exclusion of Consequential Damages. THE PARTIES SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR LOSS OF GOOD WILL) ARISING UNDER OR IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT OR OTHER CLAIM ARISING FROM THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EACH PARTY'S LIABILITY FOR ANY CLAIM ARISING FROM THIS AGREEMENT, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE.

ARTICLE VII
MISCELLANEOUS PROVISIONS

- 7.1 Amendment and Modification Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of the Seller and the Buyer.
- 7.2 Waiver of Compliance Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall no operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- 7.3 Notices. All notices and other communication hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided, however, that notices of a change of address shall be effective only upon receipt thereof):

If to Seller: Lafuma America, Inc.
6662 Gunpark Drive
Boulder, CO 80301

If to Buyer: Madden Equipment LLC
100 Jackson Street
Suite 101
Denver, CO 80206


- 7.4 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 7.5 Governing Law. This Agreement shall be governed by the laws of the State of Colorado (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in only in a federal or state court in the State of Colorado.
- 7.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 7.7 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship or of any of the provision of the Agreement. As used in this Agreement, the term “person” shall mean and include an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.
- 7.8 Taxes. All possible taxes relating to this Agreement shall be born exclusively by the Buyer. From the Effective Date, the Seller shall not be in charge anymore of any taxes, fees or other costs relating to the Madden Intellectual Property Assets.
- 7.9 Survival. The following Sections and Articles of this Agreement shall survive termination of this Agreement: Article III; Article VI; and Sections 7.2, 7.5, 7.7, 7.8, 7.9, 7.10, and 7.11.
- 7.10 Entire Agreement. This Agreement, including the schedules hereto and the documents, certificates and instruments referred to herein, embody the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.
- 7.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other


provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, each of the Seller and the Buyer have caused this Agreement to be signed directly or by its duly authorized officer as of the Effective Date.

LAFUMA AMERICA, INC. (SELLER)

MADDEN EQUIPMENT LLC. (BUYER)


By: GUILLAUME LINOZIERA, GENERAL MANAGER


By: Michael Valvano, President

Date: 06/15/2012

Date: 6/15/12

Schedule 1.1(a)
Trademarks

1. The trademarks registered with the United States Patent and Trademark Office at Serial No. 73526591, Registration No. 1360554:



“MADDEN M”

2. “MADDEN MOUNTAINEERING”

3. MADDEN logo of a stylized letter “M”

4. “MADDEN USA”

5. All trademarks, logos, designs, symbols or other markings otherwise used commercially by Seller in connection with products or services on or before the Effective Date, and anything similar to or derived in whole or in part from the foregoing trademarks.

TRADEMARK ASSIGNMENT

WHEREAS, Lafuma America, Inc. (hereinafter "Assignor"), a Colorado corporation, with offices at 140 Old Laramie trail, suite #3, Lafayette, CO, 80026 is the record owner of the following trademarks:

Serial No. 73526591, Registration No. 1360554:



"MADDEN M"

WHEREAS, Madden Equipment LLC. (hereinafter "Assignee"), a Colorado limited liability company organized under the laws of Colorado with offices at 100 Jackson Street, Suite 101, Denver, Colorado 80206, is desirous of acquiring all right, title and interest in and to said trademarks;

NOW THEREFORE, for good and valuable consideration received pursuant to the separate Sale, Assignment and Transfer Agreement between Assignor and Assignee, the receipt and sufficiency of which is hereby acknowledged, said Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors or assigns, the entire right, title and interest in and to said trademarks, together with the goodwill and other incidents of its business associated with or symbolized by said trademarks.

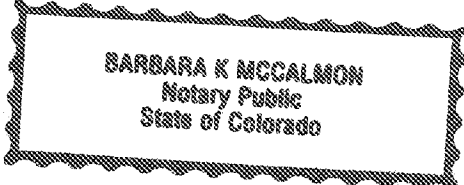
EFFECTIVE this 15TH day of JUNE, 2012.

Lafuma America, Inc. - Assignor

By: [Signature]
Name: GUILLAUME LIROSSIER
Title: GENERAL MANAGER

Signed and sworn to before me this 15TH day of JUNE, 2012

[Signature]
Notary Public



Madden Equipment LLC - Assignee

By: [Signature]
Name: MUSTON VALSANO
Title: President

Signed and sworn to before me this 15 day of June, 2012

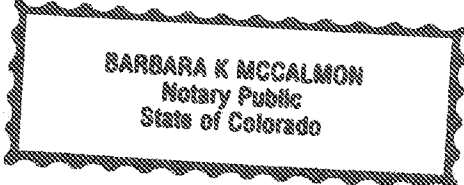
[Signature]
Notary Public

Lafuma America, Inc. - Assignor

By: [Signature]
Name: GUILLAUME LIROSSIER
Title: GENERAL MANAGER

Signed and sworn to before me this 15TH day of JUNE, 2012

[Signature]
Notary Public



Madden Equipment LLC - Assignee

By: [Signature]
Name: MUSTON VALSANO
Title: President

Signed and sworn to before me this 15 day of June, 2012

[Signature]
Notary Public