

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Squadra, Inc.		02/02/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	K-2 Corporation		
Street Address:	4201 6th Avenue South		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98108		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1922167	SQUADRA	
Registration Number:	3491473	S SQUADRA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@jarden.com		
Correspondent Name:	Julie C. VanDerZanden		
Address Line 1:	4201 6th Avenue South		
Address Line 2:	Jarden Seattle Legal Department		
Address Line 4:	Seattle, WASHINGTON 98108		
ATTORNEY DOCKET NUMBER:	SQAD-2-38444		
NAME OF SUBMITTER:	Julie C. VanDerZanden		
SIGNATURE:	/Julie C. VanDerZanden/		
DATE SIGNED:	02/05/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is entered into as of February 2, 2015 between Squadra Inc., a California corporation, having a place of business at 5900 Sea Lion Place, #140, Carlsbad, California 92010 ("*Assignor*") and K-2 Corporation, an Indiana corporation, having a place of business at 4201 6th Avenue South, Seattle, WA 98108 ("*Assignee*"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee, Assignor and Shareholders entered into certain Asset Purchase Agreement dated as of July 15, 2014 (as amended or modified from time to time, the "*Asset Purchase Agreement*"); and

WHEREAS, pursuant to Section 2.1(c) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all trademarks, trade names, corporate names, business names, domain names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or territory thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein (collectively, the "*Trademarks*").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained on the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement and the Ancillary Agreements, Assignor hereby agrees as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties in the Asset Purchase Agreement

3. 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.

4. 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.

5. Asset Purchase Agreement. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement, and in the event of any conflict between the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement shall control.

6. Counterparts. This Agreement may be executed by facsimile or PDF signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

SQUADRA INC.

By: [Signature]

Name: Dan Weatherford

Title: President

Acknowledgement by Notary Public

State of CA

County of Orange

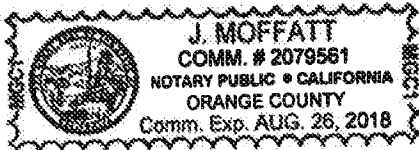
On this 29th day of January, 2015, before me, the undersigned Notary Public, personally appeared Dan Weatherford, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: [Signature]


Name: J. Moffatt, Notary Public

My Appointment Expires: 8/26/2018



ASSIGNEE:

K-2 CORPORATION

By: 

Name: John E. Capps

Title: Vice President

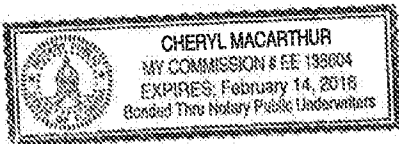
Acknowledgement by Notary Public

State of Florida

County of Palm Beach

On this 2nd day of February, 2015, before me, the undersigned Notary Public, personally appeared John E. Capps, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature: 

Name: Cheryl MacArthur, Notary Public

My Appointment Expires: 2/14/2016

EXHIBIT A

Trademark	Class/Goods	Jurisdiction	Registration Date	Registration No.	Status
SQUADRA	25, clothing	United States	September 26, 1995	1922167	Registered
S SQUADRA design	25, clothing	United States	August 26, 2008	3491473	Registered
SQUADRA	25, clothing	Philippines	December 3, 2011	4-2011-009439	Registered