

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/23/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spacecraft, Inc.		08/23/2013	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	POW, Inc.		
Street Address:	4509 Interlake Avenue North		
Internal Address:	# 287		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98103		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3138173	SPACECRAFT	
Registration Number:	3057829		
Registration Number:	2989344		
CORRESPONDENCE DATA			
Fax Number:	2067492006		
<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>			
Phone:	206-447-8925		
Email:	stepn@foster.com		
Correspondent Name:	NANCY V. STEPHENS		
Address Line 1:	1111 3RD AVE		
Address Line 2:	Suite 3400		
Address Line 4:	SEATTLE, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	208493-3 SPACECRAFT ASGN		
NAME OF SUBMITTER:	NANCY V. STEPHENS		
SIGNATURE:	/Nancy V. Stephens/		
DATE SIGNED:	07/10/2015		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 23rd day of August, 2013, by and between by Spacecraft Incorporated, a Washington corporation ("Assignor") and POW Inc., a Washington corporation ("Assignee").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated and effective as of July 1, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the trademarks and service marks identified on Schedule I attached hereto (collectively, the "Marks"), and the goodwill of the business symbolized by the Marks, on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants and otherwise conveys to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Marks, including any rights therein arising under common law, and which includes the use of Marks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business symbolized by the Marks and all claims and causes of action relating to infringement of the Marks, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns.

Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Marks to Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

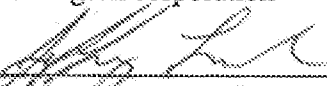
ASSIGNOR:

SPACECRAFT INCORPORATED,
a Washington corporation

By: _____
Its: _____

ASSIGNEE:

POW INC.,
a Washington corporation

By:  _____
Its: Secretary _____

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 23rd day of August, 2013, by and between by Spacecraft Incorporated, a Washington corporation ("Assignor") and POW Inc., a Washington corporation ("Assignee").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated and effective as of July 1, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the trademarks and service marks identified on Schedule 1 attached hereto (collectively, the "Marks"), and the goodwill of the business symbolized by the Marks, on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants and otherwise conveys to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Marks, including any rights therein arising under common law, and which includes the use of Marks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business symbolized by the Marks and all claims and causes of action relating to infringement of the Marks, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns.

Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Marks to Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

SPACECRAFT INCORPORATED,
a Washington corporation

By: *Jack O'Bray*
Its: President

ASSIGNEE:

POW INC.,
a Washington corporation

By: _____
Its: _____

Schedule 1

TRADEMARKS AND SERVICE MARKS

[attached]

Purchase of Spacecraft Inc. Assets by POW Inc.
 Schedule 3.11(a) of Asset Purchase Agreement
 Schedule of Trademarks

LIST OF SPACECRAFT INCORPORATED TRADEMARKS

Mark	Country	Registration No.
SPACECRAFT	United States	3138173
Stylized Snowcat	United States	3057829 & 2989344
SPACECRAFT	Canada	722967
Stylized Snowcat	Canada	691712
SPACECRAFT	China	5828781 & 5828782
Stylized Snowcat	China	7240423 & 7240424
SPACECRAFT	Australia	1159408
Stylized Snowcat	Australia	1170881
SPACECRAFT	New Zealand	763488
Stylized Snowcat	New Zealand	
SPACECRAFT	Chile	809789
Stylized Snowcat	Chile	809799
SPACECRAFT	Indonesia	D002008015057
Stylized Snowcat	Indonesia	D002008015055
SPACECRAFT	Japan	4914241
Stylized Snowcat	Japan	4890769
SPACECRAFT & Stylized Snowcat (Madrid)	Norway	917193 & 0918596
	European Community (27 Countries)	917193 & 0918596
	Greece	917193 & 0918596
	Portugal	917193 & 0918596
	South Korea	917193 & 0918596
	Russia	917193 & 0918596
	Sweden	917193 & 0918596
	Poland	917193 & 0918596
	Switzerland	917193 & 0918596
US Copyright for Stylized Sasquatch Bunny		VA 1661549

And the equivalents of any of the above in any foreign languages
 And any derivatives of foregoing.