

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
Wormtrap, Inc.		02/05/2008	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	The Burton Corporation
Street Address:	80 Industrial Parkway
City:	Burlington
State/Country:	VERMONT
Postal Code:	05401
Entity Type:	CORPORATION: VERMONT

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	77386776	AWS
Serial Number:	77387111	ALIEN WORKSHOP
Serial Number:	77387113	HABITAT
Serial Number:	77386439	HABITAT
Serial Number:	77386478	HABITAT
Serial Number:	77386618	REFLEX
Serial Number:	77256627	INHABITANTS
Registration Number:	2029517	BELIEVE.
Registration Number:	1982079	ALIEN WORKSHOP
Registration Number:	2029518	
Registration Number:	2006288	
Registration Number:	2006289	WORKSHOP
Registration Number:	2001643	WORKSHOP
Registration Number:	2056895	ALIEN WORKSHOP

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Registration Number:	2001645	THE MISSING LINK
Registration Number:	2001644	ALIEN WORKSHOP
Registration Number:	2970142	
Registration Number:	2970144	
Registration Number:	2970143	
Registration Number:	2989053	HABITAT
Registration Number:	2975839	HABITAT
Registration Number:	2975837	HABITAT
Registration Number:	3144176	HABITAT
Registration Number:	3126276	REFLEX
Registration Number:	3348435	INHABITANTS
Registration Number:	2242301	HABITAT

CORRESPONDENCE DATA

Fax Number: (617)646-8646
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: lwmtrademarks@wolfgreenfield.com
 Correspondent Name: Lisa W. Martin
 Address Line 1: 600 Atlantic Avenue
 Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	B0932.40241US00
NAME OF SUBMITTER:	Lisa W. Martin
Signature:	/lwm/
Date:	02/13/2008

Total Attachments: 4
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Exhibit 2.7(a)(iv)

Confirmatory Assignment of Trade Marks and Related Rights

This CONFIRMATORY ASSIGNMENT OF TRADE MARKS AND RELATED RIGHTS (this "Confirmatory Assignment") made as of the 5th day of February, 2008, by Wormtrap, Inc., an Ohio corporation ("Assignor") and The Burton Corporation, a Vermont corporation ("Assignee).

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated February 4, 2008 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor substantially all of Assignor's assets (as defined in the Agreement), including without limitation certain trade marks and related rights of Assignor such as trade names, trademarks and domain names. Pursuant to the Agreement, and for the consideration therein provided, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered trade marks, trade names and domain names, including without limitation all statutory and common law rights relating thereto including those listed on **Schedule A** annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

Assignee for the benefit of itself, its successors, assigns and other legal representatives, is desirous of securing express confirmation of its acquisition, by virtue of the Purchase Agreement, of the aforesaid Marks and related rights.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business symbolized by said Marks, and the business to which the Marks pertain, including all rights to sue and recover for damages and profits for infringement of any Mark, whether arising prior to or subsequent to the date of this Confirmatory Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in any jurisdiction throughout the world, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same

would have been held and enjoyed by the said Assignor had this Confirmatory Assignment not been made.


The Assignor agrees with the Assignee to do all things and execute all documents reasonably requested by the Assignee to further perfect the Assignee's ownership of the Marks including, if requested by the Assignee, to assist the Assignee in protecting the rights in the Marks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Confirmatory Assignment shall be governed by and construed in accordance with the laws of the State of Vermont without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Confirmatory Assignment as of the date first above written.

ASSIGNOR

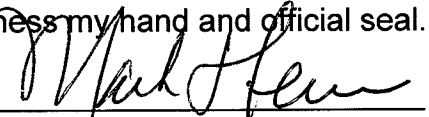
WORMTRAP, INC.

By: 
Name: Christopher Carter
Its: President

State of Ohio)
) ss.:
County of Montgomery)

On this 5th day of February, 2008, before me, Mark Fencer, personally appeared Christopher Carter, the president of Wormtrap, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public
My Commission Expires:

SCHEDULE A

Trademark	Registrations	Class(es)	Date	Date	Registration No.
Country	Mark(s) Filed	Filed	Filed	Reg.	
Australia	Alien Workshop	25, 28	4/23/1997	10/11/2001	733011
Japan	Alien Workshop	25		4/3/1998	4130307
Canada	Alien Workshop	16, 18, 25, 28	7/11/1996	12/10/1997	TMA 486,656, Serial No. 817486
United States	"Believe" mark drawing with verbiage	16, 18, 25, 28	12/13/1994	1/14/1997	2029517, Serial No. 74/610,508
United States	Alien Workshop	16, 18, 25, 28	12/13/1994	6/25/1996	1982079, Serial No. 74/610,484
United States	"Believe" mark drawing only	16, 18, 25, 28	12/13/1994	1/14/1997	2029518, Serial No. 74/610,509
United States	Alien Dot mark code	16, 18, 25, 28	10/31/1995	10/8/1996	2006288, Serial No. 75/019,907
United States	Workshop Triad design	16, 18, 25	10/31/1995	10/8/1996	2006289, Serial No. 75/019,924
United States	Workshop bar design	16, 18, 25	10/31/1995	9/17/1996	2001643, Serial No. 75/019,906
United States	Alien Workshop Brainwash design	16, 25, 28	10/31/1995	4/29/1997	2056895, Serial No. 75/018,786
United States	Workshop Missing Link design	16, 18, 25, 28	10/31/1995	9/17/1996	2001645, Serial No. 75/019,912
United States	Workshop Spectrum design	16, 18, 25, 28	10/31/1995	9/17/1996	2001644, Serial No. 75/019,908
United States	Habitat and Pod Design	25	12/10/2003	7/19/2005	2970142, Serial No. 78/338,826
United States	Habitat and Pod Design	28	12/10/2003	7/19/2005	2970144, Serial No. 78/338,871
United States	Habitat and Pod Design	18	12/10/2003	7/19/2005	2970143, Serial No. 78/338,865
United States	Habitat and Apex Design	28	12/9/2003	8/30/2005	2989053, Serial No. 78/338,198
United States	Habitat and Expo Design	16	12/8/2003	7/26/2005	2975839, Serial No. 78/337,936
United States	Habitat and Expo Design	28	12/8/2003	7/26/2005	2975837, Serial No. 78/337,799
United States	Habitat and Pod Design	16	12/10/2003	9/19/2006	3144176, Serial No. 78/338,886
United States	Reflex	28	7/21/2005	8/8/2006	3126276, Serial No. 78/674,984
United States	Inhabitants	25	6/22/2006	12/4/2007	3348435, Serial No. 78/914,884
United States	Habitat & Design	16, 25	6/1/1993	5/4/1999	2242301, Serial No. 74/396,703
Malaysia	Alien Workshop	28		1/23/1997	97000937
New Zealand	Alien Workshop	28	3/23/1999	9/1/1999	307032
New Zealand	Alien Workshop	25	3/23/1999	9/13/2001	307033
EU	Alien Workshop	16,18,25,28	7/31/2007	7/31/2007	934685 (designated country off MP)

Trademark	Applications				
Country	Mark(s) Filed	Class(es) filed	Date Filed	Date Reg.	Serial No.
United States	AWS	18, 25, 28	2/1/2008	Pending	Serial No. 77/386776
United States	Alien Workshop & Design	18, 25, 28	2/2/2008	Pending	Serial No. 77/387111
United States	Habitat	18, 25, 28	2/2/2008	Pending	Serial No. 77/387113
United States	Habitat and Apex Design	18, 25	2/1/2008	Pending	Serial No. 77/386439
United States	Habitat and Expo Design	18, 25	2/1/2008	Pending	Serial No. 77/386478
United States	Reflex	28	2/1/2008	Pending	Serial No. 77/386618
United States	Inhabitants	28	8/16/2007	Pending	Serial No. 77/256,627, Currently Published for Opposition
EU	Habitat	25, 28	8/30/2007	Pending	Application No. 006241351
Russia	Habitat	25, 28	9/20/2007	Pending	Application No. 2007729219
Russia	Alien Workshop	25, 28	9/20/2007	Pending	Application No.2007729656

Common Law Rights

All common law rights in unregistered marks in the form of logos, designs, word marks and combinations thereof: "Habitat," "Reflex," "Inhabitants," "Alien Workshop," "AWS," "Workshop," "Seek," "DNA" and "DNA Distribution," and including all logos and designs representative of the themes emblematic of other marks such as the "Alien Design with Star."