

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|-------------------------|
| Skylark Sport Marketing Corporation | | 04/04/2008 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Prana Living, LLC |
| Street Address: | 3275 Corporate View |
| City: | Vista |
| State/Country: | CALIFORNIA |
| Postal Code: | 92801 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Registration Number: | 2946240 | BORN FROM THE EXPERIENCE |
| Serial Number: | 77149179 | ECOFLO |
| Serial Number: | 77151647 | ECOFLO |
| Serial Number: | 77149447 | ECOFLO |
| Serial Number: | 77151674 | ECOFLO |
| Registration Number: | 2003284 | |
| Registration Number: | 2946253 | |
| Serial Number: | 78313306 | PRANA |
| Registration Number: | 2677150 | PRANA |
| Serial Number: | 77287809 | PRANA |
| Registration Number: | 2569537 | PRANA |
| Registration Number: | 3366571 | PRANA |
| Registration Number: | 1803298 | PRANA |
| Serial Number: | 78778381 | PRANA |

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|----------------------|----------|--|
| Serial Number: | 78842958 | PRANA |
| Registration Number: | 2639255 | PRANA |
| Serial Number: | 78954057 | PRANA |
| Serial Number: | 78954051 | PRANA |
| Serial Number: | 78954050 | PRANA |
| Registration Number: | 3300112 | SCAPEGOAT |
| Registration Number: | 3303830 | |
| Registration Number: | 3351204 | TECHNICALLY CORRECT : ALWAYS APPROPRIATE |
| Registration Number: | 3374178 | VIANA |

CORRESPONDENCE DATA

Fax Number: (858)550-6420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (858) 550-6000

Email: trademarks@cooley.com

Correspondent Name: Steve Tietsworth/Cooley Godward Kronish

Address Line 1: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121-1909

| | |
|--------------------|--------------------------|
| NAME OF SUBMITTER: | Steve Tietsworth |
| Signature: | /Steve Tietsworth, Esq./ |
| Date: | 05/21/2008 |

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 4, 2008, is made by SKYLARK SPORT MARKETING CORPORATION, a California corporation ("Assignor"), having an address at 3275 Corporate View, Vista, California 92801, in favor of PRANA LIVING, LLC, a Delaware limited liability company ("Assignee"), having an address at 3275 Corporate View, Vista, California 92801.

WITNESSETH:

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said trademarks (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to acquire all right title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby assign, sell, transfer and convey, free and clear of any Liens, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks throughout the world, including, without limitation, all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, as well as the right to sue and to collect all damages and payments for claims of past, present and future infringement or misappropriation thereof and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the registered Trademarks.

2. Assignor hereby constitutes and appoints Assignee and its successors and assigns the true and lawful attorney and attorneys of Assignor, with full power of substitution, for Assignor and in its name and stead, or otherwise, by or on behalf and for the benefit of Assignee, its successors and assigns, at Assignee's sole cost and expense, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in Section 1 hereof, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Trademarks and to do any and all such acts and things in relation thereto as Assignee. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor

Schedule A

Trademarks

United States

| Mark | Status | Registration No./ Application No. | Registration Date/ Application Date | Class |
|--------------------------|---------------------|--|--|--------------|
| BORN FROM THE EXPERIENCE | Registered | 2946240 | 5/3/2005 | 25 28 |
| ECOFLO | Filed; Allowed | 77149179 | 4/5/2007 | 25 |
| ECOFLO | Filed; Allowed | 77151647 | 4/9/2007 | 24 |
| ECOFLO Logo | Filed; Allowed | 77149447 | 4/5/2007 | 25 |
| ECOFLO Logo | Filed; Allowed | 77151674 | 4/9/2007 | 24 |
| HORNS Design | Registered | 2003284 | 9/24/1996 | 25 |
| HORNS Design | Registered | 2946253 | 5/3/2005 | 25 |
| PEACE | Abandoned | 77085700 | 1/18/2007 | 32 |
| PRANA | Filed; Allowed | 78313306 | 10/14/2003 | 9 16 |
| PRANA | Registered | 2677150 | 1/21/2003 | 18 27 28 |
| PRANA | Filed; Published | 77287809 | 9/25/2007 | 35 |
| PRANA | Registered | 2569537 | 5/14/2002 | 25 28 |
| PRANA | Registered | 3366571 | 1/8/2008 | 41 |
| PRANA | Registered | 1803298 | 11/9/1993 | 25 |

| Mark | Status | Registration No./ Application No. | Registration Date/ Application Date | Class |
|---|-------------------|--|--|--------------|
| PRANA | Canceled | 2,967,312 | 7/12/2005 | 29 30 32 |
| PRANA | Filed; Allowed | 78778381 | 12/21/2005 | 25 |
| PRANA | Filed; Allowed | 78842958 | 3/22/2006 | 16 35 40 41 |
| PRANA (Design w/horns) | Registered | 2639255 | 10/22/2002 | 25 |
| PRANA and design | Filed; Allowed | 78954057 | 8/17/2006 | 32 |
| PRANA and design | Filed; Allowed | 78954051 | 8/17/2006 | 29 |
| PRANA Horns Design | Filed; Allowed | 78954050 | 8/17/2006 | 30 |
| SCAPEGOAT | Registered | 3300112 | 9/25/2007 | 18 25 |
| SCAPEGOAT Logo | Registered | 3303830 | 10/2/2007 | 18 25 |
| TECHNICALLY CORRECT : ALWAYS APPROPRIATE | Registered | 3351204 | 12/11/2007 | 18 25 |
| VIANA | Registered | 3374178 | 1/22/2008 | 24 |

in any manner or for any reason.

3. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

4. This Assignment shall supersede any other Assignment previously executed by Assignor or Assignee regarding the Trademarks.

5. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:
SKYLARK SPORT MARKETING CORPORATION

By: 

Name: Nick Rubino
Title: Vice President -
General Counsel and Secretary

ASSIGNEE:
PRANA LIVING, LLC

By: 

Name: JEFFREY THEODOSAKIS
Title: PRESIDENT

[Signature Page to Trademark Assignment]