

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Burton Corporation		04/30/2009	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, National Association, as administrative agent
Street Address:	12 Corporate Woods Boulevard
Internal Address:	4th Floor
City:	Albany
State/Country:	NEW YORK
Postal Code:	12203
Entity Type:	A National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 109

Property Type	Number	Word Mark
Registration Number:	2568324	ANON
Registration Number:	2733078	AN
Registration Number:	3110653	ANON
Registration Number:	3118012	AN
Registration Number:	1729368	BURTON SNOWBOARDS
Registration Number:	2083957	3D
Registration Number:	2093117	CHOPPER
Registration Number:	1715746	BURTON
Registration Number:	2207840	FLY
Registration Number:	2322712	SI
Registration Number:	2078237	BURTON
Registration Number:	1362128	BURTON SNOWBOARDS
Registration Number:	2078363	BURTON

OP \$2740.00 2568324

Registration Number:	2190199	U.S. OPEN SNOWBOARDING CHAMPIONSHIPS
Registration Number:	2068732	SUPERFLY
Registration Number:	2195787	SKYBACK
Registration Number:	2209880	ONESTRAP
Registration Number:	2330647	FIRST LAYER
Registration Number:	2319488	BURTON 3D
Registration Number:	2847975	SNOWDECK
Registration Number:	2769713	
Registration Number:	3209866	FORMULA
Registration Number:	3190919	RONIN
Registration Number:	3391830	PROGRESSION
Registration Number:	3083420	BURTON
Registration Number:	2988036	BURTON SNOWBOARDS
Registration Number:	3024331	
Registration Number:	3438146	
Registration Number:	2930639	BURTON
Registration Number:	3023589	SERIES 13
Registration Number:	3097522	COALITION
Registration Number:	3176196	
Registration Number:	3068184	UNINC
Registration Number:	3326111	B
Registration Number:	3250007	B BY BURTON
Registration Number:	3205078	AUDEX
Registration Number:	3304306	STIGMA
Registration Number:	3565988	THE STASH
Registration Number:	3542079	THE STASH
Registration Number:	3305406	IDIOM
Registration Number:	3448048	EST
Registration Number:	3607240	EST
Registration Number:	3551409	ULTRAWICK
Registration Number:	3551410	DURASHELL
Registration Number:	3545364	CHANNEL ISLANDS
Registration Number:	3545362	CHANNEL ISLANDS SURFBOARDS
Registration Number:	3545363	AL MERRICK
Registration Number:	3545365	

Registration Number:	2704504	
Registration Number:	2386947	CHANNEL ISLANDS
Registration Number:	3548385	AL MERRICK SHAPES DESIGNS
Registration Number:	2884421	FLYER
Registration Number:	2968261	ANALOG
Registration Number:	2458144	ANALOG
Registration Number:	3541469	DESIGN UNLIKELY FUTURES
Registration Number:	2453570	GRAVIS
Registration Number:	2206759	SKYCAP
Registration Number:	2328152	RED
Registration Number:	3589990	ALIEN WORKSHOP
Registration Number:	3589991	HABITAT
Registration Number:	2989053	HABITAT
Registration Number:	2975839	HABITAT
Registration Number:	2975837	HABITAT
Registration Number:	3589984	REFLEX
Registration Number:	3126276	REFLEX
Registration Number:	3348435	INHABITANTS
Registration Number:	3417984	INHABITANTS
Registration Number:	3144176	HABITAT
Registration Number:	2970143	
Registration Number:	2970142	
Registration Number:	2970144	
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
Registration Number:	2001645	THE MISSING LINK
Registration Number:	2001644	ALIEN WORKSHOP
Registration Number:	1822913	SPECIAL BLEND
Registration Number:	3183395	SPECIAL BLEND
Registration Number:	2266961	SB

Registration Number:	2207535	FORUM
Registration Number:	3545800	FORUM
Registration Number:	3598502	FORUM
Registration Number:	2717203	F
Registration Number:	3542489	F
Registration Number:	3445155	F FORUM
Registration Number:	2134652	FOURSQUARE
Registration Number:	3495888	FOURSQUARE
Registration Number:	2773963	
Registration Number:	2767613	JEENYUS
Registration Number:	2748113	I-LOCK
Registration Number:	2545697	
Serial Number:	77048479	THE WHITE COLLECTION
Serial Number:	77330257	SOFTSHELL
Serial Number:	77413774	FRENDS
Serial Number:	77398275	BURTON PROGRESSION
Serial Number:	78917083	
Serial Number:	78917078	
Serial Number:	77324937	IV
Serial Number:	77386439	HABITAT
Serial Number:	77386478	HABITAT
Serial Number:	77386776	AWS
Serial Number:	77535039	BLENDTECH
Serial Number:	77328482	THE GREEN CIRCLE
Serial Number:	77338457	THE GREEN CIRCLE
Serial Number:	77338455	THE GREEN CIRCLE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8144
Email: eileen.sullivan@bingham.com
Correspondent Name: Eileen Sullivan
Address Line 1: Bingham McCutchen LLP
Address Line 2: One Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2568324
NAME OF SUBMITTER:	David O. Johanson
Signature:	/david johanson/
Date:	05/01/2009

Total Attachments: 15

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2009 (this "Agreement"), is by and between THE BURTON CORPORATION, a Vermont corporation (the "Grantor"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other Secured Parties (as defined below).

WHEREAS, the Grantor, Burton Sportartikel GmbH and Burton Canada Company, as Borrowers, the Guarantors party thereto, the Administrative Agent and J.P. Morgan Europe Limited, as London Agent, entered into that certain Credit Agreement, dated as of June 30, 2006 (as amended, restated, modified supplemented and in effect from time to time, the "Credit Agreement");

WHEREAS, the Grantor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, the Security Agreement (as defined below), pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Lenders, the Issuing Bank and the Swingline Lender (collectively, the "Secured Parties") and the Administrative Agent, a security interest in certain of the Grantor's personal property and fixture assets, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, the Grantor and the Administrative Agent entered into that certain Trademark Collateral Security and Pledge Agreement, dated as of April [], 2009 (as amended, restated, modified supplemented and in effect from time to time, the "Trademark Agreement"), pursuant to which the Grantor has granted the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, a security interest in the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement and the Trademark Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement, the Security Agreement and/or the Trademark Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement referred to below:

"Assignment of Marks" has the meaning set forth in Section 2.2 of this Agreement.

"Associated Goodwill" means all goodwill of the Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

“Pledged Trademarks” means all of the Grantor’s right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

“PTO” means the United States Patent and Trademark Office.

“Related Assets” means all assets, rights and interests of the Grantor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all United States patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision, use, sale, offers to sell or importation of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Grantor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer’s, dealer’s or distributor’s name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

“Secured Parties” has the meaning set forth in the recitals to this Agreement.

“Security Agreement” means the Master Security Agreement, dated as of February 20, 2009, among the Administrative Agent, the Grantor and the other grantors party thereto, as amended and in effect from time to time.

“Trademark Agreement” means the Trademark Collateral Security and Pledge Agreement, dated as of April 30, 2009, between the Administrative Agent and the Grantor, as amended and in effect from time to time.

“Trademark License Rights” means any and all past, present or future rights and interests of the Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Grantor, or to which the Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Grantor or the Administrative Agent (if an Event of Default is continuing and pursuant to Sections 8 and 10 of the Trademark Agreement) to enforce, and sue and recover for, any breach or violation of any such agreement to which the Grantor is a party.

“Trademark Registrations” means all past, present or future federal, state and local registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Grantor or the Administrative Agent (if an Event of Default is continuing and pursuant to Sections 8 and 10 of the Trademark Agreement), and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

“Trademark Rights” means any and all past, present or future rights in, to and associated with the Trademarks, whether arising under federal law, state law, common law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state or federal trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or the Administrative Agent (if an Event of Default is continuing and pursuant to Sections 8 and 10 of the Trademark Agreement) for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

“Trademarks” means all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade

styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Grantor, in the United States, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Grantor or are now owned, held or used by the Grantor, in the Grantor's business, or with the Grantor's products and services, or in which the Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Grantor in the Grantor's business or with the Grantor's products and services, or in which the Grantor in the future acquires any right, title or interest.

"use" means with respect to any Trademark, all uses of such Trademark by, for or in connection with the Grantor or its business or for the direct or indirect benefit of the Grantor or its business, including all such uses by the Grantor itself, by any of the affiliates of the Grantor, or by any franchisee, licensee or contractor of the Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, the Grantor hereby unconditionally grants to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, a continuing security interest in and lien on the Pledged Trademarks, but subject to any prior lien granted to the Administrative Agent and the Secured Parties pursuant to the Credit Agreement or Security Agreement and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Secured Parties and the Administrative Agent.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, the Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, the Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall operate as a conditional assignment, transfer and conveyance, to secure the payment and performance in full of the Obligations and subject to all of the rights and obligations of the parties under this Agreement, the Security Agreement and the Credit Agreement, and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Grantor to the Administrative Agent or its nominee in lieu of foreclosure), and be subject to the proper exercise of the Administrative Agent's remedies under Sections 8, 9 and 10 of the Trademark Agreement and Sections 15 and 16 of the Security Agreement. Incidental to the conditional assignment provided for under this Section 2.2, the Grantor has executed in blank and delivered to the Administrative Agent an

assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Grantor hereby authorizes the Administrative Agent, upon the occurrence and during the continuance of an Event of Default and upon the proper exercise of the Administrative Agent's remedies under Sections 8, 9 and 10 of the Trademark Agreement and Sections 15 and 16 of the Security Agreement (and the parties acknowledge and agree the Assignment of Marks shall have no force or effect prior to such exercise), to complete as assignee and record with the PTO the Assignment of Marks.

2.3. Supplemental to Security Agreement and Trademark Agreement Pursuant to the Security Agreement and the Trademark Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement and the Trademark Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. Grantor agrees that in no event shall the Trademark Agreement or this Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the Trademark Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement, the Trademark Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, the Trademark Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and the Trademark Agreement and shall not be in derogation thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Pledged Trademarks made and granted hereby are more fully set forth in the Trademark Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page left intentionally blank.]

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


THE BURTON CORPORATION

By: Thomas Durso
Name: ~~Thomas~~ DURSO
Title: ~~Duly Authorized Agent~~

SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003981 FRAME: 0036

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Paul Bilodeau
Title: Underwriter

THE BURTON CORPORATION
US TRADEMARKS

TrademarkName	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ANON	Registered	76/091168	18-Jul-00	2568324	7-May-02
AN (Stylized)	Registered	76/314423	19-Sep-01	2733078	1-Jul-03
ANON	Registered	78/976920	12-Mar-04	3110653	27-Jun-06
AN (Stylized)	Registered	78/383574	12-Mar-04	3118012	18-Jul-06
BURTON					
SNOWBOARDS	Registered	74/249172	24-Feb-92	1729368	3-Nov-92
3D	Registered	75/153618	21-Aug-96	2083957	29-Jul-97
CHOPPER	Registered	75/159734	03-Sep-96	2093117	2-Sep-97
BURTON	Registered	74/139611	12-Feb-97	1715746	15-Sep-92
FLY	Registered	75/025663	29-Nov-95	2207840	8-Dec-98
SI	Registered	75/245557	21-Feb-97	2322712	29-Feb-00
BURTON	Registered	74/325087	23-Oct-92	2078237	15-Jul-97
BURTON					
SNOWBOARDS	Registered	73/488109	02-Jul-84	1362128	24-Sep-85
BURTON	Registered	74/681738	30-May-95	2078363	15-Jul-97
U.S. OPEN					
SNOWBOARDING CHAMPIONSHIPS	Registered	75/018258	06-Nov-95	2190199	22-Sep-98
SUPER FLY	Registered	75/025664	29-Nov-95	2068732	10-Jun-97
SKYBACK	Registered	75/356682	12-Sep-97	2195787	13-Oct-98
ONESTRAP	Registered	75/356177	12-Sep-97	2209880	8-Dec-98
FIRST LAYER	Registered	75/378239	23-Oct-97	2330647	21-Mar-00
BURTON 3D	Registered	75/667119	24-Mar-99	2319488	15-Feb-00
SNOWDECK	Registered	76/222055	08-Mar-01	2847975	1-Jun-04
MISCELLANEOUS DESIGN (NEW HOUSEMARK)					
FORMULA	Registered	76/221778	08-Mar-01	2769713	30-Sep-03
RONIN	Registered	76/228170	19-Mar-01	3209866	20-Feb-07
PROGRESSION	Registered	78/417534	12-May-04	3190919	2-Jan-07
BURTON	Registered	78/803521	31-Jan-06	3391830	4-Mar-08
BURTON	Registered	78/241436	24-Apr-03	3083420	18-Apr-06
SNOWBOARDS	Registered	78/241454	24-Apr-03	2988036	23-Aug-05
MISCELLANEOUS DESIGN	Registered	78/215313	14-Feb-03	3024331	6-Dec-05
MISCELLANEOUS DESIGN	Registered	78/873437	01-May-06	3438146	27-May-08

THE BURTON CORPORATION
US TRADEMARKS

TrademarkName	Status	App. No.	Filing Date	Reg. No.	Reg. Date
BURTON	Registered	78/291834	25-Aug-03	2930639	8-Mar-05
SERIES 13	Registered	78/501927	19-Oct-04	3023589	6-Dec-05
COALITION	Registered	78/521190	22-Nov-04	3097522	30-May-06
MISCELLANEOUS DESIGN	Registered	78/610202	15-Apr-05	3176196	28-Nov-06
UNINC	Registered	78/595039	25-Mar-05	3068184	14-Mar-06
B (Stylized)	Registered	78/615939	25-Apr-05	3326111	30-Oct-07
B BY BURTON	Registered	78/615944	25-Apr-05	3250007	5-Jun-07
AUDEX	Registered	78/610201	15-Apr-05	3205078	6-Feb-07
STIGMA	Registered	78/791579	13-Jan-06	3304306	2-Oct-07
THE STASH	Registered	78/866594	21-Apr-06	3565988	20-Jan-09
THE STASH & DESIGN	Registered	78/952221	15-Aug-06	3542079	2-Dec-08
IDIOM	Registered	77/030225	26-Oct-06	3305406	9-Oct-07
THE WHITE COLLECTION	Pending	77/048479	21-Nov-06		
EST	Registered	77/197714	05-Jun-07	3448048	17-Jun-08
EST	Registered	77/408354	28-Feb-08	3607240	14-Apr-09
ULTRAWICK	Registered	77/330190	15-Nov-07	3551409	23-Dec-08
DURASHELL	Registered	77/330208	15-Nov-07	3551410	23-Dec-08
SOFTSHELL	Pending	77/330257	15-Nov-07		
FRENDS	Pending	77/413774	05-Mar-08		
BURTON PROGRESSION & DESIGN	Allowed	77/398275	15-Feb-08		
CHANNEL ISLANDS	Registered	78/917025	26-Jun-06	3545364	9-Dec-08
CHANNEL ISLANDS SURFBOARDS	Registered	78/916982	26-Jun-06	3545362	9-Dec-08
AL MERRICK	Registered	78/917002	26-Jun-06	3545363	9-Dec-08
MISCELLANEOUS DESIGN (2000 HEX)	Registered	78/917071	26-Jun-06	3545365	9-Dec-08
MISCELLANEOUS DESIGN (2000 HEX)	Registered	76/427407	03-Jul-02	2704504	8-Apr-03

THE BURTON CORPORATION
US TRADEMARKS

TrademarkName	Status	App. No.	Filing Date	Reg. No.	Reg. Date
CHANNEL ISLANDS SURFBOARDS (HORIZONTAL)	Registered	75/555988	21-Sep-98	2386947	19-Sep-00
MISCELLANEOUS DESIGN (CLASSIC HEX)	Pending	78/917083	26-Jun-06		
AL MERRICK SHAPES DESIGNS & DESIGN	Registered	78/917018	26-Jun-06	3548385	16-Dec-08
MISCELLANEOUS DESIGN (JAPAN HEX)	Pending	78/917078	26-Jun-06		
FLYER	Registered	78/307744	30-Sep-03	2884421	14-Sep-04
ANALOG	Registered	78/211039	05-Feb-03	2968261	12-Jul-05
ANALOG	Registered	75/677433	08-Apr-99	2458144	5-Jun-01
DESIGN UNLIKELY FUTURES	Registered	77/330235	15-Nov-07	3541469	2-Dec-08
GRAVIS	Registered	75/520517	17-Jul-98	2453570	22-May-01
IV (Stylized)	Allowed	77/324937	08-Nov-07		
SKYCAP	Registered	75/318336	02-Jul-97	2206759	1-Dec-98
RED	Registered	75/520582	17-Jul-98	2328152	14-Mar-00
ALIEN WORKSHOP & DESIGN	Registered	77/387111	02-Feb-08	3589990	17-Mar-09
HABITAT	Registered	77/387113	02-Feb-08	3589991	17-Mar-09
HABITAT & APEX DESIGN	Allowed	77/386439	01-Feb-08		
HABITAT & APEX DESIGN	Registered	78/338198	09-Dec-03	2989053	30-Aug-05
HABITAT & EXPO DESIGN	Allowed	77/386478	01-Feb-08		
HABITAT & EXPO DESIGN	Registered	78/337936	08-Dec-03	2975839	26-Jul-05
HABITAT & EXPO DESIGN	Registered	78/337799	08-Dec-03	2975837	26-Jul-05
REFLEX	Registered	77/386618	01-Feb-08	3589984	17-Mar-09
REFLEX	Registered	78/674984	21-Jul-05	3126276	8-Aug-06
AWS	Pending	77/386776	01-Feb-08		

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US TRADEMARKS

TrademarkName	Status	App. No.	Filing Date	Reg. No.	Reg. Date
INHABITANTS	Registered	78/914884	22-Jun-06	3348435	4-Dec-07
INHABITANTS	Registered	77/256627	16-Aug-07	3417984	29-Apr-08
HABITAT & Design	Registered	78/338886	10-Dec-03	3144176	19-Sep-06
HABITAT & Design	Registered	78/338865	10-Dec-03	2970143	19-Jul-05
HABITAT & Design	Registered	78/338826	10-Dec-03	2970142	19-Jul-05
HABITAT & Design	Registered	78/338871	10-Dec-03	2970144	19-Jul-05
BELIEVE & Design	Registered	74/610508	13-Dec-94	2029517	14-Jan-97
ALIEN WORKSHOP	Registered	74/610484	13-Dec-94	1982079	25-Jun-96
MISCELLANEOUS DESIGN	Registered	74/610509	13-Dec-94	2029518	14-Jan-97
MISCELLANEOUS DESIGN	Registered	75/019907	31-Oct-95	2006288	8-Oct-96
WORKSHOP & Design	Registered	75/019924	31-Oct-95	2006289	8-Oct-96
WORKSHOP & Design	Registered	75/019906	31-Oct-95	2001643	17-Sep-96
ALIEN WORKSHOP & Design	Registered	75/018786	31-Oct-95	2056895	29-Apr-97
THE MISSING LINK & Design	Registered	75/019912	31-Oct-95	2001645	17-Sep-96
ALIEN WORKSHOP & Design	Registered	75/019908	31-Oct-95	2001644	17-Sep-96
BLENDTECH	Allowed	77/535039	30-Jul-08		
SPECIAL BLEND & Design	Registered	74/396658	01-Jun-93	1822913	22-Feb-94
SPECIAL BLEND	Registered	78/775054	16-Dec-05	3183395	12-Dec-06
SB & Design	Registered	75/490838	26-May-98	2266961	3-Aug-99
FORUM	Registered	75/203765	25-Nov-96	2207535	1-Dec-98
FORUM	Registered	77/163507	23-Apr-07	3545800	16-Dec-08
FORUM	Registered	78/665952	07-Jul-05	3598502	31-Mar-09
F & Design	Registered	76/371709	15-Feb-02	2717203	20-May-03
F & Design	Registered	77/163502	23-Apr-07	3542489	9-Dec-08
FORUM F & Design	Registered	78/668252	12-Jul-05	3445155	10-Jun-08
FOURSQUARE	Registered	75/281312	24-Apr-97	2134652	3-Feb-98
FOURSQUARE	Registered	77/415369	06-Mar-08	3495888	2-Sep-08
THE GREEN CIRCLE	Allowed	77/328482	13-Nov-07		

THE BURTON CORPORATION
US TRADEMARKS

TrademarkName	Status	App. No.	Filing Date	Reg. No.	Reg. Date
THE GREEN CIRCLE & Design	Allowed	77/338457	28-Nov-07		
THE GREEN CIRCLE & Design	Allowed	77/338455	28-Nov-07		
MISCELLANEOUS DESIGN	Registered	76/319235	28-Sep-01	2773963	14-Oct-03
JEENYUS	Registered	76/308188	30-Aug-01	2767613	23-Sep-03
I-LOCK	Registered	76/258641	17-May-01	2748113	5-Aug-03
MISCELLANEOUS DESIGN	Registered	75/732104	18-Jun-99	2545697	12-Mar-02

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, THE BURTON CORPORATION, a corporation organized and existing under the laws of the State of Vermont (the "Grantor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, each Grantor, by its duly authorized officer, has executed this assignment on this ____ day of _____, 20__.

THE BURTON CORPORATION

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Grantor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By: _____
Name:
Title:

ANNEX

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u> <u>Registration Date</u>	

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u> <u>Filing Date</u>	