

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sportstuff, Inc

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Nebraska, U.S.A
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 03/30/2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Kwik Tek, Inc.

Internal _____

Address: _____

Street Address: 16163 W. 45th Dr. Unit D.

City: Golden

State: Colorado

Country: USA Zip: 80403

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Golden, Colorado, U.S.A
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

78638263, 78356658, 78356582, 78135704, 77486758, 75786058

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Carolyn Kitzman

Internal Address: _____

Street Address: 16163 W. 45Th Dr. Unit D

City: Golden

State: Colorado Zip: 80403

Phone Number: 303-733-3722 x 109

Fax Number: 800-436-9219

Email Address: carolyn@airhead.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

Paid on 4/16
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Paid 4/16 TM 169950 \$165.00

Deposit Account Number _____

Authorized User Name _____

9. Signature: Carolyn Kitzman
Signature

5/13/2010
Date

Carolyn Kitzman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

Original
done 4/16

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sportsstuff, Inc		03/30/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Kwik Tek, Inc.		
Street Address:	16163 W. 45th Dr. Unit D		
City:	Golden		
State/Country:	COLORADO		
Postal Code:	80403		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78638263	SPORTSSTUFF	
Serial Number:	78356658	GYRO	
Serial Number:	78356582	SUMO	
Serial Number:	78135704	SPEEDZONE	
Serial Number:	77486758	DOABLE	
Serial Number:	75786058	SPORTSSTUFF	
CORRESPONDENCE DATA			
Fax Number:	(800)436-9219		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	Carolyn@airhead.com		
Correspondent Name:	Carolyn Kitzman		

TRADEMARK

REEL: 004205 FRAME: 0605

Address Line 1: 16163 W. 45th Dr. Unit D
Address Line 4: Golden, COLORADO 80403

NAME OF SUBMITTER:	Carolyn Kitzman
Signature:	/Carolyn Kitzman/
Date:	04/16/2010

Total Attachments: 12

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RECEIPT INFORMATION

ETAS ID: TM169950
Receipt Date: 04/16/2010
Fee Amount: \$165



BILL OF SALE**KNOW ALL PERSONS BY THESE PRESENTS:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SportsStuff, Inc., a Nebraska corporation, (the "Seller"); pursuant to that certain Asset Purchase Agreement dated as of March 11, 2010, by and among Seller and Kwik Tec, Inc., (the "Buyer") (as amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement" and all defined terms used herein and not otherwise defined herein shall have the meaning herein as in the Asset Purchase Agreement), does hereby, effective as of the date hereof, finally and irrevocably convey, grant, sell, transfer, set over, assign, bargain, release, deliver, and confirm unto Buyer for itself and for its successors and assigns forever all of Seller's right, title, and interest in and to the Acquired Assets, but excluding the Excluded Assets.

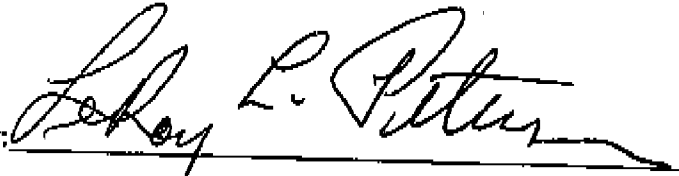
TO HAVE AND TO HOLD the Acquired Assets unto Buyer to and for its use and benefit forever, with full power and authority to Buyer with respect to the Acquired Assets to demand, receive, and to sue for, either in the name of Seller or in the name of Buyer, or otherwise to obtain possession of the Acquired Assets and to enforce the rights transferred hereunder, hereby ratifying and confirming all that the Buyer may do by virtue hereof. Seller acknowledges that this authorization is irrevocable and coupled with an interest.

1. No representations or warranties, other than those set forth in the Asset Purchase Agreement, shall be deemed to arise, including by implication of law, from the execution and delivery of this Bill of Sale.
2. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to the conflict-of-laws principles thereof.
3. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of March 30, 2010.

SPORTSSTUFF, INC.

X By: 

Name: Leroy Peterson

Its: Chief Executive Officer

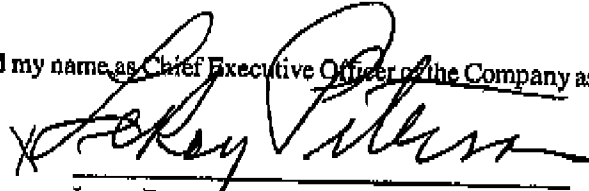
SPORTSSTUFF, INC.**OFFICER'S CLOSING CERTIFICATE**

The undersigned, being the Chief Executive Officer of SportsStuff, Inc., a Nebraska corporation (the "Company"), hereby certifies, to the best of his knowledge, on behalf of the Company as of this the 30th day of MARCH 2010 as follows:

1. All representations and warranties made by the Company in that certain Asset Purchase Agreement, by and between the Company and Kwik Tec, Inc., dated as of March 11, 2010, as the same has been amended, restated, supplemented, or otherwise modified through and including the date hereof (the "APA"), are true and correct in all material respects or have been waived by Buyer as of the date hereof, except to the extent such representations and warranties refer to an earlier specified date, in which case they remain true and correct as of said earlier specified date; and
2. The Company has complied in all material respects with all obligations, covenants, and agreements and has satisfied (to extent not waived) all conditions on its part to be performed or satisfied under the APA as of the date hereof.

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IN WITNESS WHEREOF, I have subscribed my name as Chief Executive Officer of the Company as of the date first set forth above.



Leroy Peterson
Chief Executive Officer

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, made and entered into as of MARCH 30th 2010, pursuant to and subject to the terms and conditions of that certain Asset Purchase Agreement dated as of March 11, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement") by and between SportsStuff, Inc., a Nebraska corporation (the "Seller"), and Kwik Tec, Inc., (the "Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to assign certain rights and agreements to Buyer, and Buyer has agreed to assume certain obligations of Seller, as set forth herein (the "Contract Liabilities"); and

WHEREAS, the execution and delivery of this Assignment and Assumption Agreement are required at Closing pursuant to Section 2.3 of the Asset Purchase Agreement.

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

1. Effective as of the Closing, Seller hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Buyer all of Seller's right, title, benefit, privileges, and interest in and to, and all of Seller's burdens, obligations, and liabilities accruing from and after the Closing in connection with, all the Contract Liabilities (as identified on Exhibit "A", hereto). Buyer hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants and to pay or discharge and indemnify Seller and hold Seller harmless with respect to all of the liabilities of Seller to be observed, performed, paid, or discharged from and after the Closing, in connection with said Contract Liabilities. Buyer assumes no Excluded Liabilities, and the parties hereto agree that all such Excluded Liabilities shall remain the sole responsibility of Seller.
2. The terms of the Asset Purchase Agreement, including but not limited to the parties' representations, warranties, covenants, agreements, and indemnities relating to the Contracts, are incorporated herein by reference as if set forth in their entirety herein. Each party acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded or extinguished hereby but shall remain in full force and effect to the full extent provided therein. No representations or warranties, other than those set forth in the Asset Purchase Agreement, shall be deemed to arise, including by implication of law, from the execution and delivery of this Assignment and Assumption Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
3. Nothing in this instrument, express or implied, is intended or shall be intended to confer upon or give to any person, firm, entity, or corporation other than the parties referred to in the first paragraph of this Assignment and Assumption Agreement and their lawful successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant, or condition hereof, and all of the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the parties hereto and their lawful successors and assigns.

4. Seller and Buyer acknowledge and agree that it is the intent of Seller and Buyer under the Asset Purchase Agreement that the Contract Liabilities are to be assigned by Seller to Buyer and assumed by Buyer from Seller, all pursuant to this Assignment and Assumption Agreement. Accordingly, each of the parties hereto covenants and agrees from and after the date hereof, at its own expense, to execute and deliver, at the written request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

5. Subject to the Asset Purchase Agreement, this Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to the conflict-of-laws principles thereof.


6. No amendment or modification of this Assignment and Assumption Agreement shall be effective unless it is set forth in writing and signed by each of the parties hereto.

7. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment and Assumption Agreement to be duly executed as of March 30th, 2010.

SPORTSSTUFF, INC.

X By: 

Name: Leroy Peterson

Its: Chief Executive Officer

KWIK TEC, INC.

By: _____

Name: _____

Its: _____

ASSIGNMENT

WHEREAS, SportsStuff, Inc., a corporation organized and existing under the laws of the State of Nebraska, ("Assignor"), is the sole owner of the entire right, title and interest in and to the trademarks listed on Schedule A hereto (hereinafter "Marks"), together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Kwik Tec, Inc., a corporation organized and existing under the laws of the State of Colorado, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor desires to transfer all its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, 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 the Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States or any official of any country or countries foreign to the United States whose duty it is to register trademarks to record Assignee as the assignee and owner of the Marks. Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment.

If any provision of this Agreement is, becomes or is deemed invalid or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable law so as to be valid, legal and enforceable in such jurisdiction so deeming. If such provision cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall continue in full force and effect.


This Agreement contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter of this Agreement.

This Agreement shall inure to the benefit of, and be binding upon the parties, their successors and assigns. Assignor agrees to execute any other documents necessary to confirm the assignment set forth herein.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and recordation of this Assignment.

This assignment is effective as of 30th day of March, 2010

Assignor: SportsStuff, Inc.

X By: 

Printed Name: Leroy Peterson

Title: CEO

Assignee: Kwik Tec, Inc.

By: _____

Printed Name: _____

Title: _____