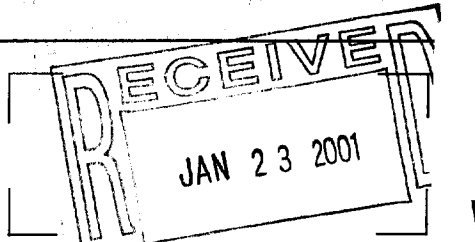


MRD 1/22/01

FORM PTO-1619A
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02-01-2001



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Execution Date
Month Day Year

Name (line 1) MARTIN STEVEN ZEMITIS

Name (line 2) _____

01/02/01

Second Party

Name (line 1) PHILLIP BAYERD SCOTT

Name (line 2) _____

Execution Date
Month Day Year
01/02/01

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) MOUNTAIN HARDWEAR, INC.

Name (line 2) a corporation of California

Address (line 1) 4911 Central Avenue

Address (line 2) _____

Address (line 3) Richmond California/USA 94804
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Jay P. Hendrickson, Esq.

Address (line 1) FOLEY & LARDNER

Address (line 2) One Maritime Plaza

Address (line 3) Sixth Floor

Address (line 4) San Francisco, California 94111-3404 USA

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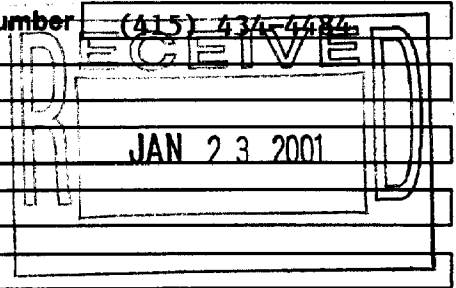
Name Jay P. Hendrickson, Esq.

Address (line 1) FOLEY & LARDNER

Address (line 2) One Maritime Plaza

Address (line 3) Sixth Floor

Address (line 4) San Francisco, California 94111-3404 USA



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3

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09/542,801

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jay P. Hendrickson
Name of Person Signing

Signature

January 22, 2001
Date

ASSIGNMENT OF INVENTION AND APPLICATION

This Assignment of Invention and Application (the "Assignment") made by Martin Steven Zemitis and Phillip Bayerd Scott ("Assignors"), having a business address at 4911 Central Avenue, Richmond, California to Mountain Hardwear, Inc. (Assignee) doing business as a corporation, having a business address at 4911 Central Avenue, Richmond, California is made on and effective as of December ____, 2000. This Assignment supersedes and revokes any and all prior conveyances and/or transfers of the invention and application from the Assignors to the Assignee.

WHEREAS, the Assignors have invented a new, original design for an expandable sleeping bag for which an application for a United States Patent has been executed by them bearing the application number 09/542,801 and filed on April 4, 2000;

WHEREAS, Assignors believe themselves to be the original, first and sole inventors of the invention disclosed and claimed in said application and any patent that may be granted for said invention in the United States and throughout the world;

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to said application and the entire right, title, and interest in and to any and all Patents which may be granted therefrom in the United States and throughout the world;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors by these presents do sell, assign, and transfer unto said Assignee the full and exclusive right to the said invention, including the right to all claims recoverable at law or in equity arising from any infringement of any rights to said invention in the United States and the entire right, title, and interest in and to any and all Patents, including the right to all claims recoverable at law or in equity arising from any infringement of any such Patent(s) which may be granted therefrom in the United States and throughout the world;

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States of America and of all foreign countries to issue any Patent granted for said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the Assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made.

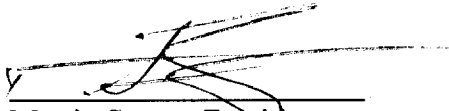
Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

FURTHERMORE, Assignee agrees that, upon request and without further compensation, but at no expense to the Assignee, he and his legal representatives and assigns will do all lawful

acts including the execution of papers and the giving of testimony that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing Patent in the United States of America and throughout the world for said invention, and for perfecting, recording or maintaining the title of Assignors, their successors and assigns, to said invention, said application and any Patent granted for said invention in the United States of America and throughout the world.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date first above written.

Assignor

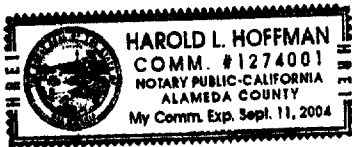


Martin Steven Zemits
Inventor

State of California)
County of Alameda)

On 1-2-2001 before me, HAROLD L. HOFFMAN, personally appeared MARTIN STEVEN ZEMITS, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

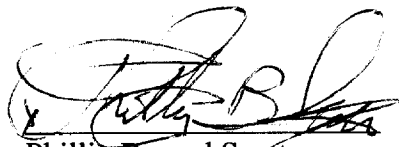
WITNESS my hand and official seal.





HAROLD L. HOFFMAN

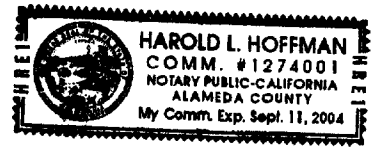
Assignor



Phillip Bayerd Scott
Inventor

State of California)
County of Alameda)

On 1-2-2001 before me, HAROLD L. HOFFMAN, personally appeared PHILLIP BAYERD SCOTT, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Harold L. Hoffman
~~HAROLD L. HOFFMAN~~
Assignee

Paul Kramer
Paul Kramer
Chief Financial Officer
Mountain Hardwear, Inc.

State of California)
County of Alameda)

On 15 2001 before me, HAROLD L. HOFFMAN, personally appeared PAUL F. KRAMER personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Harold L. Hoffman
~~HAROLD L. HOFFMAN~~

