

07-31-2003

Record

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): V2 Optics, LLC</p> <p>7-28-03 FINANCE SECTION</p> <p>Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation - State <input type="checkbox"/> X Other California limited liability company</p> <p>Additional name(s) of conveying Party(ies) attached? <input type="checkbox"/> Yes X No</p> <p>3. Nature of conveyance: X Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: July 22, 2003</p>	<p>2. Name and address of receiving party(ies): Name: K2 Eyewear, LLC Internal Address: _____ Street Address: 2051 Palomar Airport Road City: Carlsbad State: CA Zip: 92009</p> <p>Individual(s) citizenship _____ Association _____ General Partnership: _____ Limited Partnership: _____ Corporation - State: _____ X Other Delaware limited liability company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes <input type="checkbox"/> No <input type="checkbox"/> (Designation must be a separate document from Assignment) Additional Name(s) & address(es) attached: <input type="checkbox"/> Yes X No</p>
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<p>4. Application number(s) or registration number(s): A. Patent Application No.(s): 10/098,980</p> <p>Additional numbers attached? <input type="checkbox"/> Yes X No</p>	<p>B. Patent Registration No.(s): D439,267S</p> <p><input type="checkbox"/> Yes X No</p>
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<p>5. Name and address of party to whom correspondence concerning documents should be mailed: Name: Mandy Robertson-Bora Internal Address: Gibson, Dunn & Crutcher LLP Street Address: 2029 Century Park East, Suite 4000 City: Los Angeles State: CA Zip: 90067</p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41): \$ 80.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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<p>9. 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.</p>	
<p>Mandy Robertson-Bora Name of Person Signing</p>	<p><i>Mandy Robertson-Bora</i> Signature</p>
<p>July 28, 2003 Date</p>	
<p>Total number of pages including cover sheet, attachments and document: 7</p>	

OMB No. 0651-0011

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Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Assignment Division
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of July 22, 2003 by and among K2 Eyewear, LLC, a Delaware limited liability company ("Assignee"), and V2 Optics, LLC, a California limited liability company ("Assignor"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, on July 22, 2003, Assignor, Assignee, Parent and Members entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 2(c) of the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof that constitute Intangible Property including without limitation the patents and applications listed on Exhibit A attached hereto and incorporated herein (collectively, the "Patents").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement, the Assignor hereby agrees as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Patents, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Asset Purchase Agreement.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Patents and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue Patents or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

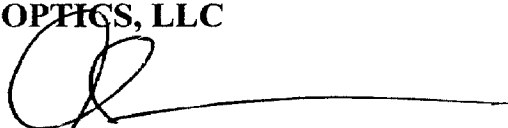
5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages to follow]

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

ASSIGNOR:

V2 OPTICS, LLC

By: 
Name: Cynthia Hovsing
Its: President

ASSIGNEE:

K2 EYEWEAR, LLC

By: _____
Name: _____
Its: _____

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

ASSIGNOR:

V2 OPTICS, LLC

By: _____
Name: _____
Its: _____

ASSIGNEE:

K2 EYEWEAR, LLC

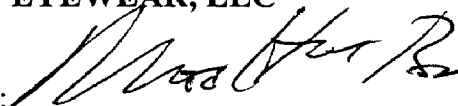
By:  _____
Name: Monte Baier
Its: Vice President, General Counsel and Secretary

EXHIBIT A

<u>Application / Registration No.</u>	<u>Jurisdiction</u>	<u>Application / Registration Date</u>	<u>Description</u>	<u>Owner</u>
10/098,980	United States	03/15/02	Utility Patent for sport goggle with improved ventilation	V2 Optics, LLC*
D439,267S	United States	Filed 02/07/00 Registered 03/20/01	Design Patent for goggles	V2 Optics, LLC *

*Assigned from Patrick Hussey to V2 Optics, LLC on July 21, 2003.

Acknowledgement by Notary Public

State of California

County of San Diego

On this 22nd day of July, 2003, before me, the undersigned
Notary Public, personally appeared Cynthia Sue Hussey, ~~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.

Seal:

Signature: Alana Marie Hardy

Name: Alana Marie Hardy, Notary Public

