

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Execution Date
The Burton Corporation	04/30/2009

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

PROPERTY NUMBERS Total: 113

Property Type	Number
Patent Number:	5261689
Patent Number:	5356170
Patent Number:	D346419
Patent Number:	D345453
Patent Number:	5416952
Patent Number:	5544909
Patent Number:	5692765
Patent Number:	D402094
Patent Number:	D040548
Patent Number:	D398439
Patent Number:	6126179
Patent Number:	5915721
Patent Number:	5722680
Patent Number:	5941555

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Patent Number:	6050005
Patent Number:	6123354
Patent Number:	5933873
Patent Number:	6027136
Patent Number:	6293566
Patent Number:	5755046
Patent Number:	6056300
Patent Number:	6105991
Patent Number:	5957480
Patent Number:	6102429
Patent Number:	6009638
Patent Number:	6053524
Patent Number:	6061870
Patent Number:	6347805
Patent Number:	6443465
Patent Number:	6099018
Patent Number:	6231057
Patent Number:	6557865
Patent Number:	6250651
Patent Number:	6283482
Patent Number:	6364323
Patent Number:	6267391
Patent Number:	5503900
Patent Number:	6354610
Patent Number:	6267390
Patent Number:	6415447
Patent Number:	6520530
Patent Number:	6502850
Patent Number:	6360454
Patent Number:	6631919
Patent Number:	6283495
Patent Number:	6427242
Patent Number:	6926302
Patent Number:	6523851
Patent Number:	6739615

Patent Number:	6742801
Patent Number:	6412794
Patent Number:	6485035
Patent Number:	6648365
Patent Number:	6416075
Patent Number:	6575490
Patent Number:	6554296
Patent Number:	7396036
Patent Number:	6270110
Patent Number:	6457736
Patent Number:	6224070
Patent Number:	6543793
Patent Number:	6460871
Patent Number:	6866273
Patent Number:	6588772
Patent Number:	6554297
Patent Number:	6773021
Patent Number:	6488290
Patent Number:	6709003
Patent Number:	6722688
Patent Number:	6886850
Patent Number:	6726238
Patent Number:	6705633
Patent Number:	6736413
Patent Number:	7077403
Patent Number:	7204495
Patent Number:	6808183
Patent Number:	6758488
Patent Number:	6899349
Patent Number:	6969075
Patent Number:	7281341
Patent Number:	7401423
Patent Number:	7392602
Patent Number:	7293373
Patent Number:	7516976

Patent Number:	7306241
Patent Number:	7451998
Patent Number:	5915537
Patent Number:	D433910
Patent Number:	6073272
Patent Number:	D368424
Patent Number:	D437763
Patent Number:	6732383
Patent Number:	D498784
Application Number:	09755979
Application Number:	11479872
Application Number:	11650816
Application Number:	12133677
Application Number:	12233070
Application Number:	10910262
Application Number:	11210478
Application Number:	12392583
Application Number:	11643246
Application Number:	11215727
Application Number:	11825652
Application Number:	11825658
Application Number:	12398949
Application Number:	11607826
Application Number:	12327794
Application Number:	12327799
Application Number:	12327801
Application Number:	12355620
Application Number:	12359279
Application Number:	11601923

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: 5261689

NAME OF SUBMITTER: David O. Johanson

Total Attachments: 13
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SUPPLEMENTAL PATENT SECURITY AGREEMENT

This SUPPLEMENTAL PATENT 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 Patent Collateral Security and Pledge Agreement, dated as of April 30, 2009 (as amended, restated, modified supplemented and in effect from time to time, the "Patent 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 Patent Collateral (as defined in the Patent Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement and the Patent 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 and the Security 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 Patents" has the meaning set forth in Section 2.2 of this Agreement.

“Patent Agreement” means the Patent 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.

“Patent Collateral” means all of the Grantor’s right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

“Patent 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 licensing agreements in favor of the Grantor, or to which the Grantor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right 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 Patent Agreement) to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

“Patent Rights” means any and all past, present or future rights in, to and associated with the Patents, whether arising under federal law, state law, common law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal or state law or regulation; the right (but not the obligation) to sue or bring interference 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 Patent Agreement) for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

“Patents” means all United States patents and patent applications therefor that are owned by the Grantor or in which the Grantor has any right, title or interest, now or in the future, including but not limited to:

- (a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
- (b) all letters patent of the United States, and all applications for letters patent of the United States;
- (c) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;
- (d) the inventions claimed therein, including the right to exclude others from making, using, practicing and/or selling (or licensing or otherwise transferring or disposing of) the inventions claimed therein; and

(e) the right (but not the obligation) to file and prosecute applications for such Patents.

“Proceeds” means any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

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

“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.

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 Patent Collateral, 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 Patent Collateral 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 Patent Collateral 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 Patent Collateral; 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 Patent 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 the filed and issued U.S. patents and patent applications (that have not been abandoned or expired) included within the Patents, in substantially the form of Exhibit 1 hereto (the "Assignment of Patents"). 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 Patent 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 Patents.

2.3. Supplemental to Security Agreement and Patent Agreement Pursuant to the Security Agreement and the Patent 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 Patent Collateral). The Security Agreement and the Patent Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Patent Collateral) thereunder, are hereby ratified and confirmed in all respects. Grantor agrees that in no event shall the Patent Agreement or this Agreement, the grant, assignment, transfer and conveyance of the Patent Collateral 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 Patent Agreement, the security interest of the Administrative Agent in the Collateral (including the Patent Collateral) pursuant to the Security Agreement, the Patent Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Patent Collateral), 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 Patent Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Patent Collateral (and any and all obligations of the Grantor with respect to the Patent Collateral) 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 Patent Collateral) provided in or arising under or in connection with the Security Agreement and the Patent 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 Patent Collateral made and granted hereby are more fully set forth in the Patent Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

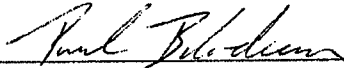
THE BURTON CORPORATION

By: *Thomas Durso*
Name: *THOMAS DURSO*
Title: *Duly Authorized Agent*

SIGNATURE PAGE TO SUPPLEMENTAL PATENT SECURITY AGREEMENT

PATENT
REEL: 022619 FRAME: 0888

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Paul Bilodeau
Title: Underwriter

AppNumber	PatNumber	FillDate	IssDate	Title
07/826598	5261689	28-Jan-1992	16-Nov-1993	SNOWBOARD BOOT BINDING SYSTEM
08/069285	5356170	28-May-1993	18-Oct-1994	SNOWBOARD BINDING SYSTEM
07/825729	D346419	28-Jan-1992	26-Apr-1994	SNOWBOARD HIGHBACK BINDING
07/826952	D345453	28-Jan-1992	29-Mar-1994	COMBINED BOOT LAST & SOLE
08/188553	5416952	27-Jan-1994	23-May-1995	RATCHET-TYPE BUCKLE
08/188970	5544909	28-Jan-1994	13-Aug-1996	STEP-IN BOOT BINDING
08/473000	5692765	07-Jun-1995	02-Dec-1997	SOFT BOOT STEP-IN SNOWBOARD BINDING
29/048663	D402094	08-Jan-1996	08-Dec-1998	SNOWBOARDING BOOT SOLE
29/052541	D040548	08-Jan-1996	26-Jan-1999	SNOWBOARDING BOOT SOLE
29/048693	D398439	08-Jan-1996	22-Sep-1998	SNOWBOARDING BOOT SOLE
08/584053	6126179	08-Jan-1996	03-Oct-2000	METHOD AND APPARATUS FOR INTERFACING SNOWBOARD BOOT TO A BINDING
08/594155	5915721	31-Jan-1996	29-Jun-1999	STEP-IN BOOT BINDING
08/655021	5722680	29-May-1996	03-Mar-1998	STEP-IN SNOWBOARD BINDING
08/674976	5941555	03-Jul-1996	24-Aug-1999	SNOWBOARD BOOT BINDING MECHANISM
08/753343	6050005	25-Nov-1996	18-Apr-2000	SNOWBOARD BOOT BINDING MECHANISM
08/780721	6123354	08-Jan-1997	26-Sep-2000	STEP-IN SNOWBOARD BINDING
08/780382	5933873	08-Jan-1997	10-Aug-1999	IDENTIFICATION DISPLAY SYSTEM AND METHOD THEREFOR
08/780722	6027136	08-Jan-1997	22-Feb-2000	SYSTEM FOR PREVENTING TOE-EDGE TRAVEL OF A HI-BACK
08/780485	6293566	08-Jan-1997	25-Sep-2001	UNITARY STRAP FOR USE IN A SOFT BOOT SNOWBOARDING BINDING
08/796859	5755046	06-Feb-1997	26-May-1998	SNOWBOARD BOOT BINDING MECHANISM
08/886917	6056300	02-Jul-1997	02-May-2000	ADJUSTABLE BINDING STRAP FOR SECURING A SNOWBOARDING BOOT WITHIN A BASE PLATE
08/974865	6105991	20-Nov-1997	22-Aug-2000	CORE FOR A GLIDING BOARD
08/972864	5957480	18-Nov-1997	28-Sep-1999	STEP-IN SNOWBOARD BINDING
09/442779	6102429	18-Nov-1999	15-Aug-2000	STEP-IN SNOWBOARD BINDING
09/003234	6009638	06-Jan-1998	04-Jan-2000	MOUNTING FOR A SNOWBOARD BOOT STRAP
09/003457	6053524	06-Jan-1998	25-Apr-2000	METHOD AND APPARATUS FOR INDICATING WHEN A SNOWBOARD BINDING IS LOCKED
09/003855	6061870	07-Jan-1998	16-May-2000	BUSHING SYSTEM
09/062131	6347805	17-Apr-1998	19-Feb-2002	AN INTERFACE FOR ENGAGING A SNOWBOARD BOOT TO A BINDING
09/062127	6443465	17-Apr-1998	03-Sep-2002	SNOWBOARD BOOT WITH A RECESS TO ACCOMMODATE AN INTERFACE FOR ENGAGING THE
09/062143	6099018	17-Apr-1998	08-Aug-2000	SNOWBOARD BOOT TO A BINDING
09/169455	6231057	09-Oct-1998	15-May-2001	SNOWBOARD BINDING
09/169074	6557865	09-Oct-1998	06-May-2003	HIGHBACK WITH ADJUSTABLE SHAPE
09/205761	6250651	04-Dec-1998	26-Jun-2001	HIGHBACK WITH ADJUSTABLE STIFFNESS
09/206808	6283482	07-Dec-1998	04-Sep-2001	ADJUSTABLE STRAP
				BINDING WITH A TOOL-FREE SELECTIVELY ADJUSTABLE LEG SUPPORT MEMBER

PATENT

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09/456221	6364323	07-Dec-1999	02-Apr-2002	TOOL-FREE ADJUSTMENT SYSTEM FOR A LEG SUPPORT MEMBER OF A BINDING
09/313138	6267391	17-May-1999	31-Jul-2001	SNOWBOARD BOOT BINDING MECHANISM
08/298530	5503900	30-Aug-1994	02-Apr-1996	SNOWBOARD PADDING
09/338536	6354610	23-Jun-1999	12-Mar-2002	METHOD AND APPARATUS FOR INTERFACING A SNOWBOARD BOOT TO A BINDING
09/333425	6267390	15-Jun-1999	31-Jul-2001	STRAP FOR A SNOWBOARD BOOT, BINDING OR INTERFACE
09/448718	6415447	24-Nov-1999	09-Jul-2002	LEAKPROOF AND BREATHABLE HAND COVERING AND METHOD OF MAKING THE SAME
09/642357	6520530	21-Aug-2000	18-Feb-2003	CORE FOR A GLIDING BOARD
09/416237	6502850	12-Oct-1999	07-Jan-2003	CORE FOR A GLIDING BOARD
09/457121	6360454	07-Dec-1999	26-Mar-2002	TONGUE STIFFENER FOR A BOOT
09/478390	6631919	06-Jan-2000	14-Oct-2003	WING-SHAPED LEG SUPPORT FOR A HIGHBACK
09/481265	6283495	11-Jan-2000	04-Sep-2001	SYSTEM FOR PREVENTING TOE-EDGE TRAVEL OF A HI-BACK
09/477988	6427242	05-Jan-2000	06-Aug-2002	ACTIVE LINING SYSTEM JACKET
09/498950	6926302	04-Feb-2000	09-Aug-2005	ADJUSTABLE BINDING STRAP FOR SECURING A SNOWBOARDING BOOT WITHIN A BASEPLATE
09/532320	6523851	21-Mar-2000	25-Feb-2003	BINDING MECHANISM FOR A TOURING SNOWBOARD
09/507493	6739615	18-Feb-2000	25-May-2004	SNOWBOARD BINDING
09/510796	6742801	23-Feb-2000	01-Jun-2004	SNOWBOARD BOOT BINDING MECHANISM
09/704233	6412794	01-Nov-2000	02-Jul-2002	FASTENING ASSEMBLY AND METHOD FOR SECURING FOOTWEAR TO A BINDING
09/560856	6485035	28-Apr-2000	26-Nov-2002	BINDING BASEPLATE FOR A GLIDING BOARD
09/650271	6648365	28-Aug-2000	18-Nov-2003	SNOWBOARD BINDING
09/560094	6416075	28-Apr-2000	09-Jul-2002	TOOL-FREE ADJUSTABLE BINDING STRAP
09/561007	6575490	28-Apr-2000	10-Jun-2003	ADJUSTABLE PAD FOR FOOT BINDING
09/560941	6554296	28-Apr-2000	29-Apr-2003	HIGHBACK WITH INDEPENDENT FORWARD LEAN
10/997425	7396036	24-Nov-2004	08-Jul-2008	GLIDING BOARD WITH VARYING BENDING PROPERTIES
09/606586	6270110	29-Jun-2000	07-Aug-2001	STEP-IN SNOWBOARD BINDING
09/603370	6457736	26-Jun-2000	01-Oct-2002	SNOWBOARD BOOT WITH HIGH-BACK
09/611068	6224070	06-Jul-2000	01-May-2001	ADJUSTABLE BINDING STRAP FOR SECURING A SNOWBOARDING BOOT TO A BASEPLATE
09/677910	6543793	03-Oct-2000	08-Apr-2003	HIGHBACK FORMED OF MULTIPLE MATERIALS
09/691513	6460871	18-Oct-2000	08-Oct-2002	STEP-IN SNOWBOARD BINDING
09/733626	6866273	08-Dec-2000	15-Mar-2005	SLIDING DEVICE
09/750437	6588772	28-Dec-2000	08-Jul-2003	SINTERED BASE SHEET
09/755979	6554297	05-Jan-2001	29-Apr-2003	SNOWBOARD BOOT WITH ARTICULATING BINDING INTERFACE
09/753748	6773021	03-Jan-2001	10-Aug-2004	DIVE RESISTANT BUCKLE
10/007324		08-Nov-2001		SLIDING DEVICE
09/891158	6488290	25-Jun-2001	03-Dec-2002	ADJUSTABLE BINDING STRAP FOR SECURING A SNOWBOARDING BOOT TO A BASEPLATE

PATENT

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TOOL FREE SYSTEM FOR ADJUSTING THE MOUNTING LOCATION OF AN ENGAGEMENT MEMBER

09/880577	6709003	13-Jun-2001	23-Mar-2004	SNOWBOARD BINDING SYSTEM
09/990581	6722688	21-Nov-2001	20-Apr-2004	SNOWBOARD BOOT BINDING
10/007128	6886850	03-Dec-2001	03-May-2005	SNOWBOARD BINDING
10/151191	6726238	20-May-2002	27-Apr-2004	INTERFACE FOR ENGAGING A SNOWBOARD BOOT TO A SNOWBOARD BINDING
10/151194	6705633	20-May-2002	16-Mar-2004	HIGHBACK WITH INDEPENDENT FORWARD LEAN ADJUSTMENT
10/305892	6736413	27-Nov-2002	18-May-2004	HIGHBACK WITH INDEPENDENT FORWARD LEAN ADJUSTMENT
10/842148	7077403	10-May-2004	18-Jul-2006	HIGHBACK WITH INDEPENDENT FORWARD LEAN ADJUSTMENT
11/479872		30-Jun-2006		HIGHBACK WITH INDEPENDENT FORWARD LEAN ADJUSTMENT
10/406873	7204495	04-Apr-2003	17-Apr-2007	HIGHBACK FORMED OF MULTIPLE MATERIALS
11/650816		08-Jan-2007		HIGHBACK FORMED OF MULTIPLE MATERIALS
10/412097	6808183	11-Apr-2003	26-Oct-2004	BINDING MOUNTING METHOD AND APPARATUS
10/441831	6758488	20-May-2003	06-Jul-2004	SNOWBOARD BINDING
10/442629	6899349	21-May-2003	31-May-2005	SNOWBOARD BINDING
10/690491	6969075	21-Oct-2003	29-Nov-2005	SNOWBOARD BINDING WITH REDUCED VERTICAL PROFILE
10/732834	7281341	10-Dec-2003	16-Oct-2007	LACE SYSTEM FOR FOOTWEAR
11/286956	7401423	23-Nov-2005	22-Jul-2008	LACE SYSTEM FOR FOOTWEAR
11/286928	7392602	23-Nov-2005	01-Jul-2008	LACE SYSTEM FOR FOOTWEAR
11/286643	7293373	23-Nov-2005	13-Nov-2007	LACE SYSTEM FOR FOOTWEAR
12/133677		05-Jun-2008		LACE SYSTEM FOR FOOTWEAR
12/233070		18-Sep-2008		LACE SYSTEM FOR FOOTWEAR
10/910262		02-Aug-2004		CONVERTIBLE TOE STRAP
11/210478		24-Aug-2005		CONVERTIBLE TOE STRAP
11/215831	7516976	29-Aug-2005	14-Apr-2009	STRAP FOR SNOWBOARD BOOTS OR BINDINGS
12/392583		25-Feb-2009		STRAP FOR SNOWBOARD BOOTS OR BINDINGS
11/215827	7306241	29-Aug-2005	11-Dec-2007	STRAP FOR SNOWBOARD BOOTS OR BINDINGS
11/643246		21-Dec-2006		STRAP FOR SNOWBOARD BOOTS OR BINDINGS
11/215727		29-Aug-2005		STRAP FOR SNOWBOARD BOOTS OR BINDINGS
11/825652		06-Jul-2007		STRAP FOR SNOWBOARD BOOTS OR BINDINGS
11/825658		06-Jul-2007		FOOTBED FOR GLIDING BOARD BINDING
12/398949		05-Mar-2009		FOOTBED FOR GLIDING BOARD BINDING
11/582214	7451998	17-Oct-2006	18-Nov-2008	METHOD AND APPARATUS FOR INDICATING SLIDING BOARD FEATURES
11/607826		01-Dec-2006		HIGHBACK WITH TEXTILE-LIKE MATERIAL FOR SUPPORT
12/327794		03-Dec-2008		BINDING COMPONENTS FOR A GLIDING BOARD
12/327799		03-Dec-2008		BINDING COMPONENTS FOR A GLIDING BOARD
12/327801		03-Dec-2008		BINDING COMPONENTS FOR A GLIDING BOARD

PATENT

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12/355620	ADJUSTABLE FITTING HELMET	16-Jan-2009		
12/359279	ADJUSTABLE FITTING HELMET	23-Jan-2009		
08/780822	A HELMET	9-Jan-97	5915537	29-Jun-99
29/113303	TOOL	28-Oct-99	D433910	21-Nov-00
09/004561	HELMET WITH EAR PROTECTION AND A HEARING ENHANCEMENT FEATURE	7-Jan-98	6073272	13-Jun-00
29/034293	BRACKET		D368424	2-Apr-96
29/113304	BIT STORAGE COMPARTMENT	28-Oct-99	D437763	20-Feb-01
11/601923	SNOWBOARD BINDING AND RELATED METHODS	21-Nov-06		
10/008357	GOGGLE WITH SIDE ARM FOR WEARING WITH A HELMET	3-Dec-01	6732383	11-May-04
29/173627	STRAP	2-Jan-03	D498784	23-Nov-04

EXHIBIT 1

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, THE BURTON CORPORATION, a corporation organized and existing under the laws of the State of Vermont (the "Grantor"), is the owner of the United States patents and applications (the "Patents") listed on the Annex hereto; and

WHEREAS, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (the "Assignee"), is desirous of acquiring the Patents;

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 of its right, title and interest in and to the Patents, together with 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 Patents.

This Assignment of Patents (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 Patents (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 Patents (U.S.) is hereby accepted as of the ___ day of _____, 20__.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

ANNEX

Issued Patents

Jurisdiction	Patent No.	Issue Date	Inventors	Title

Pending Patent Applications

Jurisdiction	Serial No.	Filing Date	Inventors	Title