

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Recreation Products, LLC		01/15/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Studio Ray, LLC
Street Address:	512 Seventh Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3692629	ISIS
Registration Number:	3850428	ISIS
Registration Number:	3075774	ISIS
Serial Number:	85861543	ISIS
Serial Number:	85861559	ISIS
Registration Number:	2527386	

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: terry@ovedlaw.com
 Correspondent Name: Terrence A. Oved, Esq.
 Address Line 1: 401 Greenwich Street
 Address Line 4: New York, NEW YORK 10013

OP \$165.00 3692629

TRADEMARK

NAME OF SUBMITTER:	Terrence A. Oved, Esq.
Signature:	/Terrence A. Oved/
Date:	01/15/2014
Total Attachments: 5 source=USPTO Registered Trademark Assignment (executed)#page1.tif source=USPTO Registered Trademark Assignment (executed)#page2.tif source=USPTO Registered Trademark Assignment (executed)#page3.tif source=USPTO Registered Trademark Assignment (executed)#page4.tif source=USPTO Registered Trademark Assignment (executed)#page5.tif	

ASSIGNMENT OF REGISTERED TRADEMARK

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of January 15, 2014 (the "Effective Date"), is made and entered into by and between American Recreation Products, LLC (the "Assignor"), a Delaware limited liability company, and Studio Ray, LLC (the "Assignee"), a New York limited liability company.

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated January 10, 2014 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase from Assignor, among other things, the United States trademark registrations and the United States applications for trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the Assignor's business associated therewith (collectively, the "Marks");

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute and deliver, among other things, this Assignment in order to consummate the assignment and transfer of the Marks to Assignee;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. In accordance with and subject to the terms and conditions of the Agreement, Assignor hereby conveys, assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, and to, the Marks, including, without limitation, to the extent legally transferable, all rights of enforcement with respect to past, present, and future infringements and misappropriations thereof and any rights of renewal thereof.
2. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks, and to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys, Oved & Oved LLP, 401 Greenwich Street, New York, NY 10013, Attn: Terrence A. Oved, Esq., email terry@ovedlaw.com, regarding any matter relating to the prosecution, alteration or amendment of the Marks.
3. Assignor hereby agrees not to challenge the validity of the ownership by Assignee, its successors and assigns, of any of the Marks.
4. Except as otherwise provided in the Agreement, nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person other than Assignor and Assignee, their respective 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, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignor and Assignee, and their respective successors and assigns.

5. Neither the making nor the acceptance of this instrument shall enlarge, limit, restrict or otherwise modify the terms of the Agreement or the Bill of Sale and Assignment Agreement executed by the parties in connection therewith, or constitute a waiver or release by Assignor or Assignee of any of their respective rights or obligations under the Agreement.

6. This instrument is being executed by Assignor and Assignee and shall inure to the benefit of, and be binding upon, Assignor and Assignee, and their respective successors and assigns, and shall be effective as of the date hereof.

7. This instrument shall be construed, and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof).

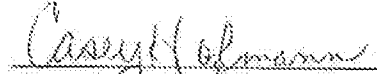
8. This instrument may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. Delivery of an executed counterpart to this instrument by facsimile or .pdf shall have the same force and effect as delivery of an original executed counterpart of this instrument.

9. This instrument may be amended or modified only by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

AMERICAN RECREATION
PRODUCTS LLC



By: Casey Hofmann
Title: Chief Financial Officer

ASSIGNEE

STUDIO RAY LLC

.....
By: Ray Haber
Title: Managing Member

[Signature Page to Assignment of Registered Trademark]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

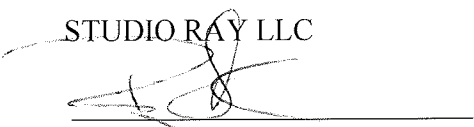
ASSIGNOR

AMERICAN RECREATION
PRODUCTS LLC

By: Casey Hofmann
Title: Chief Financial Officer

ASSIGNEE

STUDIO RAY LLC







By: Ray Haber
Title: Managing Member

[Signature Page to Assignment of Registered Trademark]

Schedule A

Trademarks

U.S. Trademark Registrations and Applications
ISIS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
ISIS	American Recreation Products, LLC	Registered	3,692,629	10/6/2009
ISIS	American Recreation Products, LLC	Registered	3,850,428	9/21/2010
	American Recreation Products, LLC	Registered	3,075,774	4/4/2006
	American Recreation Products, LLC	Pending	[s/n 85/861,543]	[filed 2/27/2013]
	American Recreation Products, LLC	Pending	[s/n 85/861,559]	[filed 2/27/2013]
	American Recreation Products, LLC	Registered	2,527,386	1/8/2002