UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

PROOF OF CLAIM

Schedule/Claim ID s146

In re:
G.I. Joe's, Inc.

Case Number:
09-10714-KG

NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

Name of Creditor and Address: the person or other entity to who the debtor owes money or property

19032348002200
COMPUTER STORES NORTHWEST DBA IRISINK
6077A LAKEVIEW BLVD
LAKE OSWEGO, OR 97035

Creditor Telephone Number: 503 624-1827

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Name and address where **payment** should be sent (if different from above):

Payment Telephone Number ( )

☐ Check this box to indicate that this claim amends a previously filed claim.

Claim Number (see reverse): _____

1. AMOUNT OF CLAIM AS OF DATE CASE FILED $ 370.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: services performed

(See instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____

3a. Debtor may have scheduled account as: _____

4. SECURED CLAIM (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information

Secured Claim Amount: $ _____ **DO NOT** include the priority portion of your claim here.

Unsecured Claim Amount: $ 370.00

Nature of property or right of setoff:

☐ Real Estate ☐ Motor Vehicle ☐ Other _____

Value of Property: $ _____ Annual Interest Rate: _____ %

Amount of arrearage and other charges at time case filed included in secured claim, if any: $ _____ Basis for Perfection: _____

5. PRIORITY CLAIM

☐ Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Unsecured Priority Claim Amount: $ _____ Include **ONLY** the priority portion of your unsecured claim here.

You MUST specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to $10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to $2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (____).

** Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. SUPPORTING DOCUMENTS: *Attach redacted copies of supporting doc* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain.

DATE-STAMPED COPY: DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received no later than 4:00 pm, PREVAILING EASTERN TIME, on the following dates: a) May 31, 2009 - General Bar Date; or b) August 31, 2009 - Governmental Bar Date.

FILED
JUN 01 2009
BMC GROUP

THIS SPACE FOR COURT USE ONLY

BY MAIL TO:
G.I. Joe's Holding Corporation., et al.
Attn: BMC Group, Claims Processing
PO Box 2011
Chanhassen, MN 55317-2011

BY HAND OR OVERNIGHT DELIVERY TO:
G.I. Joe's Holding Corporation., et al.
Attn: BMC Group, Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

DATE 5/29/09

SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Michelle Anderson

Penalty for presenting fraudulent claim is a fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

GI Joe's Holding Corp.
01531

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

Court, Name of Debtor, and Case Number:
Fill in the name of the federal judicial district where the bankruptcy case was filed, the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

Debtor Name	Case No
G.I. Joe's Holding Corporation	09-10713
G.I. Joe's, Inc.	09-10714

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete item 4. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Classification of Claim

Unsecured Nonpriority Claim:
If your claim is an unsecured nonpriority claim, sometimes referred to as a "general unsecured claim" (See DEFINITIONS, below), check the appropriate box in this section. If your claim is partly secured and partly unsecured, state here only the amount that is unsecured. If part of your claim is entitled to priority, state here the amount **not** entitled to priority.

Secured Claim:
Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).
If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Supporting Documents:
Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary.
You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d).
Do not send original documents, as attachments may be destroyed after scanning.

Date-Stamped Copy and Signature:
The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.

Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

_____DEFINITIONS_____

DEBTOR
A debtor is the person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

CREDITOR
A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM
A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM
A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

SECURED CLAIM Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.
The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim Examples of liens on property include a mortgage on real estate or a security interest in a car.
A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM
If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

_____INFORMATION_____

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com

CSNW Companies: PowerMax * IrisInk * Bodelin
6077A Lakeview Blvd., Lake Oswego, OR 97035 • 503-624-2014

CLIENT STATEMENT
Fri, May 29, 2009 : 9:22 AM

Joe's Sports, Outdoor And Moore
9805 SW Boeckman Road
Wilsonville, OR 97070

86097

Date	Due	Doc ID	P.O. Memo / > Detail	Type	Amount	Balance
04/30/08	04/30/08	0	Joe's Sports, Outdoor And Moore Check 4957	dep	($487.50)	($487.50)
01/02/09	02/01/09	320785	PO: January Contract	ch	$625.00	$625.00
02/09/09	03/11/09	323775	PO: (none)	ch	$232.50	$232.50
				Total Amount Due:		**$370.00**

Aging as of 05/29/09, by Due Date.

Current	30	60	90
$0.00	$0.00	$232.50	$137.50

*CSNW Companies: PowerMax * IrisInk * Bodelin*

6077A Lakeview Blvd., Lake Oswego, OR 97035 • 503-624-2014

Invoice

Printed By: Michelle Anderson

SOLD TO

Joe's Sports, Outdoor And Moore
9805 SW Boeckman Road
Wilsonville, OR 97070

Tele: 503-570-1421 Fax:

SHIP TO

Joe's Sports, Outdoor And Moore
9805 SW Boeckman Road
Wilsonville, OR 97070 USA

Invoice ID	Invoice Date	Tax Code	Account Manager	Your PO	Ordered By
320785	01/02/09		CC- Craig Blanchette	January Contract	

Part Number / Memo	Product Name	um	Order	Invoice	Backorder	Sell	Extended	Tx
TR-CONTRACT	IrisInk Contract Hours	ea	5.00	5.00	0.00	125.00	$625.00	X

Special Instructions

Total Before Tax	Sales Tax	Freight	Invoice Total	Amount Paid	Balance Due
$625.00	**$0.00**	**$0.00**	**$625.00**	**$0.00**	**$625.00**

Balance Due: 02/01/2009

86097

All sales are final. No product may be returned without a return authorization number, and may be subject to a 10% service charge. Visit www.powermax.com for any needed rebate forms and www.powermax.com/home/returns.html for our complete return policy.

Work Order 1006507

IrisInk
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6077-A SW Lakeview Blvd
Lake Oswego, OR 97035
Phone: (503) 594-0231
Fax: (503) 624-1635
http://www.irisink.com/

GI Joe's
9805 SW Boeckman Road
Wilsonville, OR 97070
(503) 682-2242
gretha.lindwood@gijoes.com

Technician: ross_phelps
Appointment: 01-29-2009 09:00
Scheduled Hours: 2.5 hours
Travel Miles:

Service Description:

Scheduled maintenance.

Work Completed:

01-29-2009 – Work Performed

Arrival Time: 09:00 Departure Time: 13:00

Worked Hours: 4 Billed Hours: 4

Customer Signature G. Lindwood

Labor Charge: Contract

Travel Charge:

Tax: Contract

Total: Contract

*CSNW Companies: PowerMax * IrisInk * Bodelin*

6077A Lakeview Blvd., Lake Oswego, OR 97035 • 503-624-2014

Invoice

Printed By: Michelle Anderson

SOLD TO

Joe's Sports, Outdoor And Moore
9805 SW Boeckman Road
Wilsonville, OR 97070

Tele: 503-570-1421 Fax:

SHIP TO

Joe's Sports, Outdoor And Moore
9805 SW Boeckman Road
Wilsonville, OR 97070 USA

Invoice ID	Invoice Date	Tax Code	Account Manager	Your PO	Ordered By
323775	02/09/09		CC- Craig Blanchette		

Part Number / Memo	Product Name	um	Order	Invoice	Backorder	Sell	Extended	Tx
TR-132017	Business Consulting Hour	ea	1.50	1.50	0.00	155.00	$232.50	X

4 1.5 hrs. billed for January overages. Totals 6.5 hrs. billed for Jan.

Special Instructions

Total Before Tax	Sales Tax	Freight	Invoice Total	Amount Paid	Balance Due
$232.50	**$0.00**	**$0.00**	**$232.50**	**$0.00**	**$232.50**

Balance Due: 03/11/2009

86097

All sales are final. No product may be returned without a return authorization number, and may be subject to a 10% service charge. Visit www.powermax.com for any needed rebate forms and www.powermax.com/home/returns.html for our complete return policy.

Work Order 1006432

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6077-A SW Lakeview Blvd
Lake Oswego, OR 97035
Phone: (503) 594-0231
Fax: (503) 624-1635
http://www.irisink.com/

GI Joe's
9805 SW Boeckman Road
Wilsonville, OR 97070
(503) 682-2242
gretha.lindwood@gijoes.com

Technician: ross_phelps
Appointment: 01-21-2009 09:00
Scheduled Hours: 2.5 hours
Travel Miles:

Service Description:

Scheduled maintenance.

Work Completed:

01-21-2009 - Work Performed

Arrival Time: 09:00 Departure Time: 11:30

Worked Hours: 2.5 Billed Hours: 2.5

Labor Charge: Contract

Travel Charge:

Tax: Contract

Customer Signature _____

Total: Contract

IrisInk Professional Services
6077A SW Lakeview Blvd
Lake Oswego, OR 97035
IrisInk Account Manager
Craig Blanchette
Cell: 503-422-3642
Fax: 503-210-0783
craig@irisink.com

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Consulting/Service Agreement ("Agreement") for

Agreement Number CR-1390 Contract Type:

I. Introduction

This is an agreement in which **Computer Stores Northwest, dba IrisInk, ("IrisInk")**, located at 6077A Lakeview Blvd, Lake Oswego, OR, 97035 agrees to provide computer-consulting services to: **GI Joes Headquarters, ("Client")**, located at **9805 SW Boeckman RD Wilsonville, OR 97070.**

II. Consulting Services

IRISINK shall provide defined as general computer consulting and programming services as specified in either a Scope of Work document or as outlined in the client Proposal. Either document describes the work to be performed and provides details as to the payment terms specified in section VI below. Upon signing the Consulting/Services Agreement, the retainer or advanced deposits specified shall be received by IRISINK before IRISINK begins work.

III. Repair Services

Should the client request repair services, these servicees may be performed, at the sole discretion of IRISINK, either on-site or at IrisInk's Authorized Service Center. If the product is under warranty, and proof of purchase can be supplied, the repair will be performed at no charge. The Client will be billed for repairs approved by the Client not covered under warranty, including software. IRISINK will charge a minimum diagnostic rate (not to exceed $75 dollars) to determine the cause of the problem, regardless of whether the Client elects to repair the machine.

IV. Modification of Services

If client wishes to change the services covered by this Agreement or wishes to obtain additional services, Client shall so advise IRISINK and shall submit job specifications to IRISINK. After receipt of the specifications, IRISINK shall provide Client with a Scope of Work document or Change Order outlining changes and any additional costs. Once signed by both parties any supplemental Scope of Work document or Change Order shall be governed by the terms and conditions of this agreement.

V. Term and Termination

A. This Agreement shall be for a duration of **12 months.**
   a. It commences on **2/1/2008** and ends on **1/31/2009**
   b. Signing a new Change Order authorizing additional hours of work to be performed under the current Scope of Work Agreement can extend the duration of this agreement for the period of time as outlined in the Change Order, but does not preclude the contract or alter any other terms and provisions within the contract.

B. Upon termination of this Agreement, IRISINK and Client shall promptly return to each other all written matter of any type, which may contain confidential information.

C. Payment terms as specified in Section VI may be modified by written agreement between IRISINK and Client.

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Fax: 503-210-0783
craig@irisink.com

D. If IRISINK fails to cure any breach of its obligations hereunder within ten (10) calendar days after written notice of such breach from Client, then Client shall have the right to terminate this Agreement without paying any cancellation fee and effective immediately upon written notice of termination from Client. Further, Client shall have the right to terminate this Agreement at any time (and for any reason or no reason whatsoever) by giving written notice of termination and paying a cancellation fee of $1,250.00.

E. The first sixty (60) days of the term of this Agreement shall be a trial period, and Client shall have the right to cancel this Agreement if it is dissatisfied with IRISINK's services or charges (in Client's sole discretion),effective immediately upon Client giving written notice at any time during that sixty (60) day time period.

VI. Payment

In consideration of the services rendered by IRISINK to client under this Agreement, Client will compensate IRISINK as follows:

A. **Monthly Support Services:**
   a. Contract is for **5** total hours per month.
      i. Total Contract Hours over the life of the contract: **60**
   b. Hourly Rate of Service: **$125**
      i. The total hours for the month will be pre-billed on or about the 1st of each month.
      ii. The total monthly hours may used by Client in any way required to meet the Scope of Work requirements.

B. **Monthly Support Services in excess of monthly pre-billing:**
   a. In the event that Client exceeds the monthly pre-billing of total hours for the month, the following rate will apply:
      i. **$150** per hour at the end of each month.

C. **Warranty Work**
   a. Diagnostic rate for warranty work **$75.00.**
   b. Parts and repair costs not covered under warranty shall be billed to the client at a rate of **$45.00** per hour for labor and at the replacement part cost as outlined and given to the client prior to work being performed.

D. **Travel/Trip Charges:**
   a. No trip charges if travel is within 25 mile radius of the nearest IrisInk location.
      i. Each additional mile will be charged at $1.00 per mile.

E. **Telephone Support:**
   a. Customer is eligible for 15 minutes for free remote phone support per every contract hour each month.

F. **Rush services:**
   a. A Charge equal to **$187.5** per hour at the sole discretion of IRISINK.
   b. A Rush service is defined as any request by the Client with less than 48 hours notice.

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craig@irisink.com

G. **Payment Terms:**
   a. All invoices are **Net 30** unless other credit terms have been arranged and authorized.
      i. Past due invoices may be subject to a **Late Fee** of **1.5%** of the unpaid balance or **$25**, whichever is greater.
      ii. Additionally, contracted service hours may be suspended where client accounts exceed 45 days past due.

H. **Product Returns:**
   a. May be subject to a minimum % restocking fee.

VII. Out-Of-Pocket Expenses

A. Client shall pay any out-of-pocket expenses incurred by IRISINK. Out-of-pocket expenses shall mean any reasonable expenses incurred in connection with this Agreement. Client must approve out-of-pocket expenses in advance and such approval shall not be unreasonably withheld.

VIII. Status of IRISINK as Independent Contractor

A. IRISINK enters this Agreement as, and intends to continue to be, an independent contractor. IRISINK acknowledges that as an independent contractor it is undertaking certain risks of loss not associated with an employment relationship. Under no circumstances shall IRISINK look to Client as its employer, nor shall IRISINK hold itself out as an employee, agent, etc. of Client. This provision applies with equal force and effect to any employees, agents, or contractors of IRISINK.

IX. Non-Solicitation

A. Client agrees that it shall not, either directly or indirectly, solicit for employment, employ or otherwise retain staff of IRISINK (including but not limited to technical support personnel, account management team or other client support personnel) during the term of this Agreement, nor for a period of one (1) year after termination of this agreement.
   a. This provision can be waived if the parties agree in writing as such.

X. Warranty of Performance

A. IRISINK warrants that qualified staff will perform the services performed under this Agreement and that the services performed will be as specified under this Agreement. IRISINK further warrants that its services will be of a quality conforming to generally accepted industry standards and practices.
B. Any services performed by IRISINK which are determined by Client to not conform with the services requested, and which, after investigation by IRISINK are acknowledged to be nonconforming, shall be corrected by IRISINK without charge to Client, provided Client presents IRISINK with a written request for such investigation within two (2) weeks after Client discovers the services were non-conforming.
C. It is understood and agreed that IRISINK shall have no liability whatsoever, under any theory of liability, for

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Fax: 503-210-0783
craig@irisink.com

special or consequential damages (including loss of data, lost profits, business interruption, or loss of business opportunity) of client or any third party, even if IRISINK has been advised of the possibility of such damages. Client may not bring any action arising out of the transactions under this Agreement, regardless of form or theory of liability, more than one year after the cause of the action has occurred.

XI. Indemnity

A. Client certifies that any programs it submits to IRISINK under this Agreement or subsequent Requests for Services do not infringe on any copyrights, trade secrets, trademarks, patents or other proprietary interests held by third parties. Client understands that in performing its obligations under this Agreement IRISINK in no way assumes liability to third parties for acts or omissions of Client.

B. Client agrees to indemnify and hold harmless IRISINK from any claims by third parties where Client has infringed a copyright, trade secret, trademarks, patent or other proprietary interest held by such third parties, or that a third party has been injured in any way by Client's product(s) or where the Client has knowingly or unknowingly provided such program. Client also agrees to pay any court costs and reasonable attorneys' fees incurred by IRISINK in defending against such a claim.

C. IRISINK certifies that any programs it submits to Client under this Agreement or subsequent Requests for Services do not infringe on any copyrights, trade secrets, trademarks, patents or other proprietary interests held by third parties. IRISINK agrees that by engaging IRISINK under this Agreement Client in no way assumes liability to third parties for acts or omissions of IRISINK.

D. IIRISINK agrees to indemnify and hold harmless Client from any claims by third parties where IRISINK has infringed a copyright, trade secret, trademark, patent or other proprietary interest held by such third parties, or that a third party has been injured in any way by IRISINK's product(s) or where the IRISINK has knowingly or unknowingly provided such program. IRISINK also agrees to pay any court costs and reasonable attorneys' fees incurred by Client in defending against such a claim.

XII. Proprietary Rights

A. Confidential information shall mean all material, data, know-how, trade secrets, or other proprietary information which is submitted by Client to IRISINK or which is submitted by IRISINK to Client during the course of services rendered pursuant to this Consulting Agreement.

B. All confidential information will be safeguarded and kept confidential by both Client and IRISINK during the term of this Agreement and thereafter and shall not be disclosed to any other person for any reason without permission.

C. Client recognizes that the work performed by IRISINK on behalf of Client, including IRISINK's method of performing any Workflow Analysis, Functional Specifications, the format thereof, and any customized software contain trade secrets and confidential business information of IRISINK. Subject to full and complete payment of all compensation specified in Section VI and in all supplemental Scope of Work documents or Change Orders, IRISINK grants a license to use those elements in Client's business for the purpose contemplated by this agreement.

XIII. Copyright and Patent Rights

A. Any work product, ideas, concepts, know-how or techniques relating to data processing developed during the course of this Agreement by IRISINK may be used freely by IRISINK, so long as such use does not result in improper exposure of Client's confidential information.

B. Any protect able intellectual property, such as a copyrightable program developed during the course of this Agreement by IRISINK shall be the exclusive property of IRISINK, except for the Client's use under this Agreement, and IRISINK shall own all interest and title thereto. Such works developed shall not be

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craig@irisink.com

considered works for hire within the meaning of the Copyright Act.

C. Title to any and all protect able intellectual property shall remain with IRISINK and shall not pass to Client. Subject to full and complete payment of all compensation specified in Section VI (through the natural expiration or termination of this Agreement under Section V, whichever comes earlier, and as possibly modified in Section III), Client shall have an exclusive, irrevocable (except for non-payment of compensation), perpetual license to use, within the parameters contemplated by this Agreement, software produced by IRISINK during its performance of this Agreement and provided to Client as part of this Agreement, and to make a limited number of backup copies thereof. However, Client shall not have the right to decompile, reverse engineer, or modify such software without express permission of IRISINK.

XIV. Use of Name

A. Client grants IRISINK the right to use Client's Name as a trade reference and in marketing literature without compensation provided no proprietary or confidential information is disclosed. The Client can retract this right by providing a written statement to IRISINK.

XV. Attorneys' Fees

A. In the event any legal action, including arbitration, is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses.

XVI. General Provisions

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
B. This Agreement may not be changed or modified, in whole or in part, except in writing signed by both parties.
C. If any provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.
D. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof. No promise or representation has been made which Client relies upon in entering into this agreement. This agreement replaces and supersedes any other agreement, representation, or promise that may have existed between the parties, as well as any bid document, proposal, purchase order, request for proposal, terms and conditions, or appendix thereto, whether or not such other document asserts that it is made a part of this Agreement and whether or not such other document conditions agreement upon acceptance of its terms.
E. Neither party may sell, transfer, assign, delegate, or subcontract any rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
F. This contract is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.
G. This Agreement may be executed with counterpart signatures which may be facsimile copies and which together shall constitute one and the same document.

IrisInk Professional Services
6077A SW Lakeview Blvd
Lake Oswego, OR 97035
IrisInk Account Manager
Craig Blanchette
Cell: 503-422-3642
Fax: 503-210-0783
craig@irisink.com

XVII.

A. The following individuals have authority to sign and authorize any subsequent Scope of Work documents and Change Orders on behalf of the Client:

SIGNED AND AGREED:

GI Joes Headquarters
Company

MHM

~~Marc Mieher~~ REESE THEDFORD
~~Name & Title~~
MARKETING MGR

1/31/2008
Date

IrisInk, a division of CSNW
Company

Ron Rothstein- General Manager
Name & Title

1/31/2008
Date