

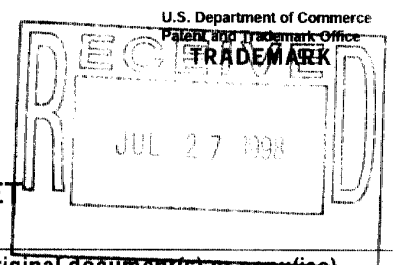
MKD 7-27-98

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-31-1998



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
2-27-98

Name LA SPORTIVA S.R.L.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other Italian Limited Liability Co.
- Citizenship/State of Incorporation/Organization Italy

Receiving Party

Mark if additional names of receiving parties attached

Name LA SPORTIVA USA, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3280 Pearl st.

Address (line 2) _____

Address (line 3) Boulder CO 80301

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Colorado

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 should be attached. (Designation must be a separate document from Assignment.)

07/30/1998 TDM11 06000160 1705106

01 FC:481 40.00 OP
02 FC:482 25.00 OP
03 FC:998 15.00 OP

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box 15, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 449-0427

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,705,106"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,127,971"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

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

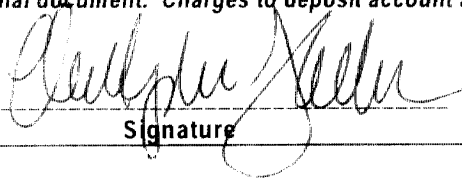
No

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.

Christopher J. Archer, Esq.

Name of Person Signing



Signature

7.23.98

Date Signed

**AGREEMENT TO ASSIGN NORTH AMERICAN
TRADEMARKS AND COPYRIGHTS**

WHEREAS, La Sportiva, s.r.l. ("LSRL"), an Italian corporation with its principal place of business at Via Ischia Nr. 2, 38030, Ziano di Fiemme (TN), Italy, is engaged in the manufacture and sale of climbing and mountaineering footwear in Italy, and has engaged La Sportiva, U.S.A., Inc. ("LUSA"), a Colorado corporation with its principal place of business at 3280 Pearl Street, Boulder, Colorado 80301, to be the exclusive distributor of all LSRL's Products in North America, specifically including the United States of America, Canada, and Mexico, and their territorial and insular possessions;

WHEREAS, LSRL and LUSA are parties to an agreement entitled Distribution Agreement, dated 31 December 1994; and

WHEREAS, LSRL desires to assign all its rights in LSRL's North American trademarks and copyrights to LUSA for the duration of the Distribution Agreement between LSRL and LUSA, and LUSA desires to accept such assignment;

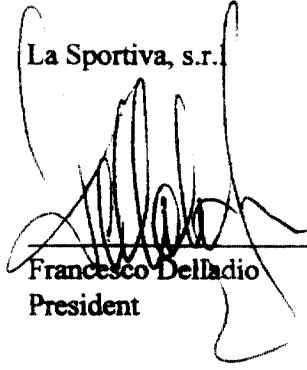
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. LSRL hereby assigns all rights, title, and interest in and to all LSRL's trademarks and copyrights in the North America, now existing, or registered in the future, including but not limited to the mark "SPORTIVA" (Reg. No. 1,705,106), the mark "LA SPORTIVA" (registration pending), and the copyrights on all packaging and text distributed with La Sportiva Products, together with the good will of the business symbolized by said trademarks, to LUSA for so long as the Distribution Agreement between the parties is in effect. LSRL shall execute the attached Assignment for the "SPORTIVA" registered mark at the time LSRL enters into this Agreement and shall enter similar assignments for all trademarks and copyrights registered in North America in the future. A draft copy of an Assignment of Copyright is attached. Such additional assignments shall be executed and delivered within thirty (30) days of registration of the newly registered trademark or copyright.

2. In the event the Distribution Agreement is terminated for any reason, within seven (7) days of LSRL's written request, LUSA shall assign to LSRL all rights, title, and interest in and to all registered trademarks and copyrights that have been assigned by LSRL to LUSA, together with the good will of the business symbolized by said trademarks.

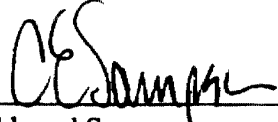
EXECUTED this 27 day of Feb, 1998.

La Sportiva, s.r.l.



Francesco Delladio
President

La Sportiva U.S.A., Inc.



Edward Sampson
President