

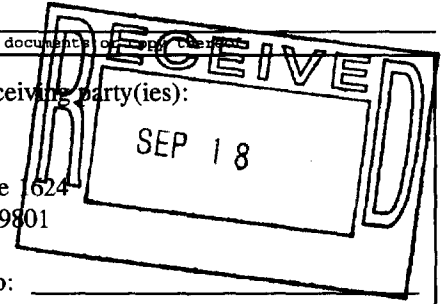
09-23-1998

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attached original document of this type



To the Honorable Commis

1. Name of conveying party(ies):

Ryka, Inc.

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

Execution Date: September 9, 1998
9.18.98

2. Name and address of receiving party(ies):

G.S.I., Inc.
1201 Market Street, Suite 624
Wilmington, Delaware 19801

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation: Delaware
- Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Reg. No.(s): 1,572,014; 1,616,804; 1,797,939;
1,916,526; 1,963,545; 1,970,608; 2,163,216

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Camille M. Miller, Esq.
Seidel, Gonda, Lavorgna & Monaco, P.C.
Suite 1800 Two Penn Center Plaza
Philadelphia, PA 19102

Attorney Docket No. 9376-5
09/22/1998 JSM/DAZZ 00000009 191135 1572014

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41)

\$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 19-1135

01 FC:481 40.00 CH
02 FC:482 150.00 CH

DO NOT USE THIS SPACE

9. 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.

CAMILLE M. MILLER

Name of Person Signing

Camille M. Miller

Signature

15 September 1998

Date

Total number of pages including cover sheet, attachments and document: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

NUNC PRO TUNC ASSIGNMENT

WHEREAS, Ryka, Inc., a Delaware corporation, having a place of business at 555 S. Henderson Road, King of Prussia, Pennsylvania 19406 and KPR Sports International, Inc., a Pennsylvania corporation, having a place of business at 555 S. Henderson Road, King of Prussia, Pennsylvania 19406 (hereinafter referred to as "Assignors"), were the owners of the Trademarks in the attached Schedule A incorporated herein by reference, (hereinafter referred to as the "Trademarks"), and the goodwill of the businesses symbolized by the Trademarks;

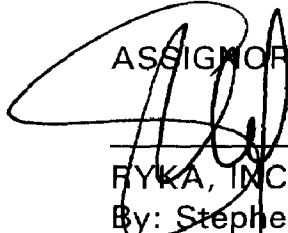
WHEREAS, G.S.I., Inc., formerly known as Global Sports I.P., Inc., a Delaware corporation, having a place of business at c/o CT Corporation, 1209 Orange Street, Wilmington, Delaware 19801 (hereinafter referred to as "Assignee"), did acquire as of April 13, 1998 all right, title and interest in and to the Trademarks, including any choses in action relating to said Trademarks, together with the goodwill of the businesses symbolized by the Trademarks; and

WHEREAS, it is desired that the Nunc Pro Tunc Assignment of the Trademarks listed above be made a matter of record in the United States Patent and Trademark Office and all other patent and trademark offices of the countries of the pending applications for registrations and registrations thereof as set forth on annexed Schedule A.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound

hereby, Assignors hereby acknowledge that they did on April 30, 1998 sell, assign, transfer and convey unto Assignee all of their right, title and interest in and to the aforesaid Trademarks, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademarks rights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the pending applications for registrations and registrations thereof as set forth on annexed Schedule A. Assignors hereby covenant, agree and undertake to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby assigned, all without further compensation to Assignors.

ASSIGNOR:

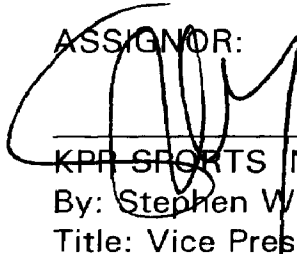


FYKA, INC.

By: Stephen Wolf

Title: Vice President

ASSIGNOR:

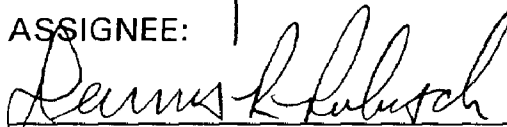


KPR SPORTS INTERNATIONAL, INC.

By: Stephen Wolf

Title: Vice President

ASSIGNEE:



G.S.I., INC.

By: Dennis R. Rubisch

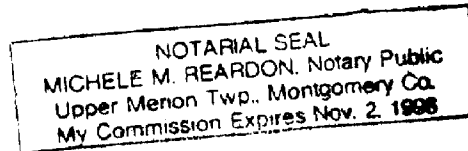
Title: Vice President

STATE OF PENNSYLVANIA §
§ SS
COUNTY OF Montgomery §

BEFORE ME, the undersigned authority, on this 9th day of September, 1998, appeared Stephen Wolf, personally known to me to be the person who executed the foregoing instrument as Vice President of Ryka, Inc. and KPR Sports International, Inc., the corporations therein named, and acknowledged to me that the instrument was the free deed and act of said corporations for the purposes therein set forth and intending that this instrument be recorded.

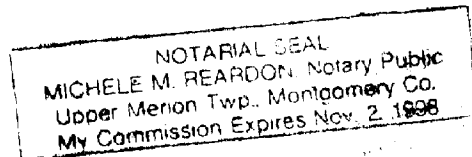
Michele Reardon
NOTARY PUBLIC

STATE OF PENNSYLVANIA §
§ SS
COUNTY OF Montgomery §



BEFORE ME, the undersigned authority, on this 9th day of September, 1998, appeared Dennis R. Rubisch, personally known to me to be the person who executed the foregoing instrument as Vice President of G.S.I., Inc., the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

Michele Reardon
NOTARY PUBLIC



SCHEDULE A

MARK	COUNTRY	REGISTRATION NO. OR APPLICATION NO.	REGISTRATION OR FILING DATE
RYKÄ	Australia	R-A508076	April 5, 1989
RYKÄ	Bolivia	A-35408	November 10, 1992
RYKÄ	Canada	R-TMA 375,748	November 16, 1990
RYKÄ	Canada	A-825155	October 4, 1996
RYKÄ	Denmark	R-0230/92	January 17, 1992
RYKÄ	Ecuador	R-622-96-MICIP	September 25, 1996
RYKÄ	France	R-1,535,582	December 1, 1989
RYKÄ	Great Britain	R-1,379,069	October 6, 1988
RYKÄ	Italy	R-630,948	September 28, 1994
RYKÄ	Japan	R-2,418,783	May 29, 1992
RYKÄ	S. Korea	R-195432	July 3, 1990
RYKÄ	Sweden	R-252,597	October 15, 1993
RYKÄ	United States	R-1,616,804	October 9, 1990
Ryka	United States	R-2,163,216	June 9, 1998
RYKÄ	Germany	A-47899/25	Abandoned

DESIGN parallelogram	United States	R-1,572,014	December 19, 1989
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BE STRONG	Benelux	R-539417	August 20, 1993
BE STRONG	Canada	R-TMA 441,823	April 14, 1995
BE STRONG	Denmark	R-8528/93	December 10, 1993

BE STRONG	Great Britain	R-1,545,538	September 13, 1996
BE STRONG	West Germany	R-2,072,249	July 21, 1994
BE STRONG	Italy	R-673,009	March 14, 1996
BE STRONG	S. Africa	R-93/10778	June 12, 1997
BE STRONG	Spain	A-1,780,838	September 22, 1993
BE STRONG	Sweden	R-308,428	February 9, 1996
BE STRONG	Japan	A-97393/93	September 24, 1993
BE STRONG	United States	R-1,797,939	October 12, 1993

NITROGEN/ES	Australia	R-A508077	April 5, 1989
NITROGEN/ES (Stylized)	Canada	R-TMA 387,428	August 9, 1991
NITROGEN/ES	United States	R-1,963,545	March 19, 1996
NITROGEN/ES	United States	R-1,538,273	May 9, 1989
NITROGEN ULTRA-LITE	Italy	R-630,949	September 28, 1994
NITROGEN ULTRA-LITE	United States	R-1,916,526	September 5, 1995

AQUEOUS	United States	R-1,970,608	April 23, 1996
REGAINING ONE'S SELF ESTEEM and Design	MA	R-47928	

YUKON	Canada	A-774,216	Feb. 1, 1995
YUKON	Great Britain	A-2038800	Sept. 28, 1995

YUKON	Israel	A-107958	Oct. 9, 1996
YUKON	Norway	A-965033	August 23, 1996
YUKON	Sweden	A-96-07711	August 6, 1996
YUKON	United States	R-1,991,726	August 6, 1996
YUKON and Design	United States	A-75/444,669	March 4, 1998
YUKON and Design	Finland	A-T-199800813	March 2, 1998
FOR THE OUTDOORS IN YOU	United States	R-2,014,518	Nov. 5, 1996
NEW RUGGED OUTDOOR COMPANY	European Community	Not yet assigned.	March 2, 1998