

09-28-1998

Docket No.:

372510-158



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RECEIVED

Tab settings

MRO 9-28-98

100839931

To the Honorable Commissioner of Pat.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Premier Sports Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State Colorado
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrected Assignment
- Merger
- Change of Name

Execution Date: July 2, 1997

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

Name: Brazos, Inc.

Internal Address:

Street Address: 4101 Founders Blvd.

City: Batavia State: OH ZIP: 45103

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,729,504
1,718,323
1,713,798

Additional numbers Yes No

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

Name: Carol M. Nielsen

Internal Address:

Street Address: Butler & Binion, L.L.P.

1000 Louisiana, Suite 1600

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4952

DO NOT USE THIS SPACE

09/24/1998 DCOATES 00000116 1729504

1 FC:481 40.00 OP
2 FC:482 50.00 OP

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.

Carol M. Nielsen

Name of Person Signing

Carol M. Nielsen

Signature

Sept. 18, 1998

Date

Total number of pages including cover sheet, attachments, and

ASSIGNMENT OF TRADEMARKS
(Premier Sports Group, Inc.)

THIS ASSIGNMENT OF TRADEMARKS (this "*Assignment*") is made as of July 2, 1997, by Premier Sports Group, Inc., a Colorado corporation Inc. ("*Assignor*"), in favor of Brazos, Inc., a Texas corporation ("*Assignee*"). J2C

WITNESSETH

A. Pursuant to an Asset Purchase Agreement dated May 30, 1997 (the "*Purchase Agreement*") among Assignor, Assignee, Brazos Sportswear, Inc., and Laurence E. Crabb, Assignee agreed to purchase substantially all of the assets of Assignor.

B. Under the terms of the Purchase Agreement Assignor has agreed to convey certain trademarks to Assignee.

NOW THEREFORE, Assignor hereby agrees as follows:

1. **Assignment of Trademark.** Assignor hereby grants, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Trademarks listed in *Exhibit A* attached hereto and made a part hereof, including, without limitation, all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and the goodwill of the businesses associated with and symbolized by the Trademarks.

2. **Representations and Warranties.** Assignor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, conveyance or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on any of the Trademarks.

3. **Modification.** This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Assignor and Assignee.

4. **Binding Effect: Governing Law.** This Assignment shall be binding upon Assignor and its respective successors and permitted assigns, and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that the laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America.

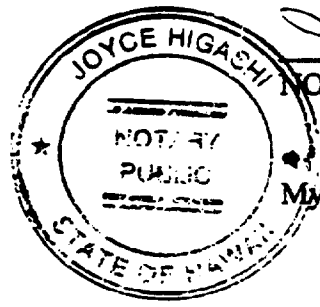
IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

PREMIER SPORTS GROUP, INC.

By: *Laurence E. Crabb*
Name: LAURENCE E. CRABB
Title: PRESIDENT

STATE OF Hawaii §
 §
COUNTY OF Honolulu §

On this 27 day of ~~July~~ July, 1997, before me personally appeared *Laurence E. Crabb*, known to me and being duly sworn, deposes and says that he is the *President* of Premier Sports Group, Inc. (the "Company"); that he signed the foregoing instrument as such officer pursuant to the authority vested in him by law; and that the foregoing instrument is the voluntary act of Company and he desires the same to be recorded as such.



Laurence E. Crabb
NOTARY PUBLIC
My Commission Expires:

JOYCE HIGASHI
Notary Public
Honolulu, Hawaii
State of Hawaii
My Commission Expires
August 26, 1997

STATATIONS LIST
Database: FIP-TM

Total Documents: 6

1. TRADEMARKSCAN(R)-US FED_OG970610/AP970514
ALPINE COTTON
INTL CLASS: 25 (Clothing)
U.S. CLASS: 39 (Clothing)
STATUS: Registered ✓
SERIAL NO.: 74-239,024
REG. NO.: 1,729,504
REGISTERED: November 3, 1992
PUBLISHED: August 11, 1992

2. TRADEMARKSCAN(R)-US FED_OG970610/AP970514
* TRADEMARK IMAGE AVAILABLE *
DESIGN ONLY
INTL CLASS: 25 (Clothing)
U.S. CLASS: 39 (Clothing)
STATUS: Registered
SERIAL NO.: 74-239,022
REG. NO.: 1,718,323
REGISTERED: September 22, 1992
PUBLISHED: June 30, 1992

3. TRADEMARKSCAN(R)-US FED_OG970610/AP970514
* TRADEMARK IMAGE AVAILABLE *
BAC PREMIER and Design
INTL CLASS: 25 (Clothing)
U.S. CLASS: 39 (Clothing)
STATUS: Registered
SERIAL NO.: 74-104,414
REG. NO.: 1,713,798
REGISTERED: September 8, 1992
PUBLISHED: June 16, 1992

~~4. TRADEMARKSCAN(R)-US FED_OG970610/AP970514
* TRADEMARK IMAGE AVAILABLE *
FUN ON EXTREME ANGLES and Design
INTL CLASS: 25 (Clothing)
U.S. CLASS: 39 (Clothing)
STATUS: Cancelled - Section 8
SERIAL NO.: 73-698,194
REG. NO.: 1,502,301
REGISTERED: August 30, 1988
PUBLISHED: June 7, 1988~~

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CITATIONS LIST
 Database: FIP-TM

Total Documents: 6

~~5. TRADEMARKSCAN(R) -US FED_OG970610/AP970514
 THE INCLINE CLUB~~

~~INTL CLASS: 25 (Clothing)
 U.S. CLASS: 39 (Clothing)
 STATUS: Cancelled Section 8
 SERIAL NO.: 73-688,301
 REG. NO.: 1,499,661
 REGISTERED: August 9, 1988
 PUBLISHED: May 17, 1988~~

6. TRADEMARKSCAN(R) -US FED_OG970610/AP970514
 MARKET SIGNALS

~~INTL CLASS: 16 (Paper Goods & Printed Matter)
 36 (Insurance & Financial Services)
 U.S. CLASS: 38 (Prints & Publications)
 102 (Financial & Insurance Services)
 STATUS: Registered; Section 8 & 15 - Accepted &
 Acknowledged
 SERIAL NO.: 73-636,749
 REG. NO.: 1,449,661
 REGISTERED: July 28, 1987
 PUBLISHED: May 5, 1987~~

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D OF CITATIONS LIST

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Rank(R)
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Database Mode
FIP-TM Page

MARKET SIGNALS

INTL CLASS: 16 (Paper Goods & Printed Matter)
36 (Insurance & Financial Services)
U.S. CLASS: 38 (Prints & Publications)
102 (Financial & Insurance Services)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged
GOODS/SERVICES: (INT. CL. 16) NEWSLETTER RELATING TO FINANCIAL
INVESTMENTS (INT. CL. 36) INVESTMENT CONSULTING SERVICES
SERIAL NO.: 73-636,749
REG. NO.: 1,449,661
REGISTERED: July 28, 1987
FIRST USE: October 3, 1986 (Intl Class 16)
October 3, 1986 (Intl Class 36)
FIRST COMMERCE: October 10, 1986 (Intl Class 16)
October 10, 1986 (Intl Class 36)
FILED: December 22, 1986
PUBLISHED: May 5, 1987
AFFIDAVIT SEC.: 8-15; January 7, 1993
ORIGINAL APPLICANT: NORTHERN TRUST COMPANY, THE (Illinois
Corporation), 50 SOUTH LASALLE STREET, CHICAGO, IL (Illinois),
60675, USA (United States of America)
OWNER AT PUBLICATION: NORTHERN TRUST COMPANY, THE (Illinois
Corporation), 50 SOUTH LASALLE STREET, CHICAGO, IL (Illinois),
60675, USA (United States of America)
ORIGINAL REGISTRANT: NORTHERN TRUST COMPANY, THE (Illinois
Corporation), 50 SOUTH LASALLE STREET, CHICAGO, IL (Illinois),
60675, USA (United States of America)
ASSIGNEE(S): BOULDER APPAREL CORPORATION (Colorado Corporation),
4755 WALNUT, #D, P.O. BOX 17580, BOULDER, CO (Colorado),
803087580, USA (United States of America)
Assignor(s): INCLINE CLUB LTD., THE (Colorado Corporation)
Reel/Frame: 0827/0751
Recorded: November 12, 1991
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
DISCLAIMS: "MARKET"
FILING CORRESPONDENT: RICHARD H. COMPERE, WILLIAN BRINKS OLDS
HOFER GILSON & LIONE, NBC TOWER, SUITE 3600, 455 NORTH
CITYFRONT PLAZA DRIVE, CHICAGO, IL 60611-5599
(C) 1997 THOMSON & THOMSON ALL RTS. RESERV.