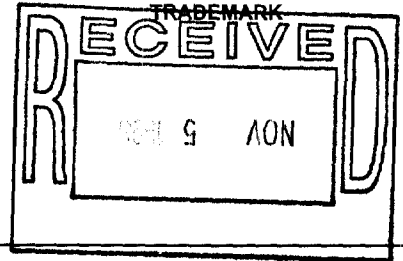


11-12-1998



100875949



MPD  
11-5-98

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  
Effective Date  
Month Day Year \_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name LAOOC Liquidating Trust

11/9/90

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other a Trust
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

Receiving Party

Mark if additional names of conveying parties attached

Name United States Olympic Committee

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One Olympic Plaza

Address (line 2) \_\_\_\_\_

Address (line 3) Colorado Springs

CO

80909

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Congressionally Chartered Corporation
- Citizenship/State of Incorporation/Organization U.S.

If a 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.)

FOR OFFICE USE ONLY

11/09/1998 SBURMS 00000149 012520 1199926

01 FC:481 40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 1812 FRAME: 0279

**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

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="1,199,926"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.)

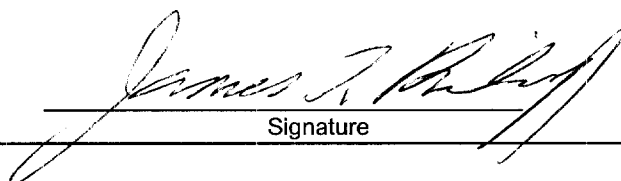
Deposit Account Number:

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 my attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James L. Bikoff, Esq.  
Name of Person Signing

  
Signature

11/2/98  
Date Signed

## ASSIGNMENT AGREEMENT

The LAOOC Liquidating Trust ("Trust") and the United States Olympic Committee ("USOC") hereby agree as follows:

### R E C I T A L S

A. WHEREAS, Trust is the successor to the business and goodwill of the Los Angeles Olympic Organizing Committee ("LAOOC"); and

B. WHEREAS, on June 12, 1986 LAOOC assigned to Trust (along with associated goodwill) all LAOOC's trademarks and service marks, Olympic-related emblems, symbols, insignias, designations and mascots, with and without the five-ring Olympic symbol (collectively "Symbols"), including those described on Exhibits A and B attached hereto.

C. WHEREAS, Trust has accomplished its purposes and is distributing its corpus, including approximately \$11 million, to its beneficiaries, USOC, the Amateur Athletic Foundation of Los Angeles ("AAF") and national governing bodies of amateur sports in the United States; and

D. WHEREAS, the Trust recognizes and subscribes to the exclusive right of USOC to all Olympic emblems, marks, symbols and terminology within the territory of the United States as provided by the Amateur Sports Act of 1978 and the International Olympic Committee Charter, to include any and all rights to the

emblems, marks, symbols and terminology of the Games of the XXIIIrd Olympiad of Los Angeles in 1984.

### A S S I G N M E N T

1. Trust hereby assigns and transfers to USOC the entire right, title and interest without limitation in and to:

All the Symbols, including the goodwill of the organization associated therewith. The rights hereby assigned (hereinafter "the Property") include both the United States and all such rights elsewhere in the world.

2. This assignment and transfer is subject to the existing license and grant of rights entered into between LAOOC and Southern California Olympians dated April 10, 1986. (attached hereto as Exhibit C).

3. Trust does not warrant its title to the Property and does not warrant the absence of any claims by third parties that the Property, or any of it, infringes any rights of third parties.

### G E N E R A L

4. This Agreement shall be governed by the laws of the State of California.

5. Any and all disputes hereunder shall be finally decided by arbitration in Los Angeles under the Rules of the American Arbitration Association.

6. This Agreement is the only agreement among the parties on this subject matter. It supersedes any and all prior written or oral understandings.

7. It is expressly agreed and understood by the parties that neither the City of Los Angeles, nor any trustee, director, member, officer, employee or other representative of Trust, USOC, AAF, LAOOC, or the City of Los Angeles shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement entered into between the parties hereto relating to the subject matter hereof.

SIGNATURE PAGE

LAOOC LIQUIDATING TRUST  
("Trust")

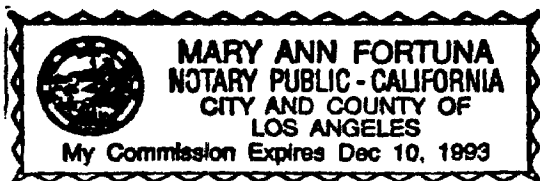


By [Signature]

Title: TRUSTEE

Date: 11/9/90

Subscribed and sworn to before me this 9th day of NOVEMBER, 1990.



[Signature]  
Notary Public

My Commission Expires 12-10-93

UNITED STATES OLYMPIC  
COMMITTEE ("USOC")

[Signature] PRESIDENT  
ROBERT H. BELMICK

By [Signature]

Title: EXECUTIVE DIRECTOR

Date: December 1, 1990

Subscribed and sworn to before me this 1st day of December, 1990.

My Commission Expires: Oct 9, 1990

[Signature]  
Notary Public  
DIANE M. NORWOOD-HARVEY  
1780 Windmill Avenue  
Colorado Springs, CO 80907

EXHIBIT A

SCHEDULE OF REGISTERED TRADEMARKS

<u>Registration Number</u>	<u>Registration Date</u>
1,199,926	June 29, 1982
1,199,927	June 29, 1982
1,213,024	October 19, 1982
1,221,473	December 28, 1982
1,258,551	November 22, 1983
1,272,835	April 3, 1984
1,272,836	April 3, 1984
1,276,147	May 1, 1984
1,279,399	May 29, 1984
1,279,400	May 29, 1984
1,285,320	July 10, 1984
1,303,784	November 6, 1984
1,305,912	November 20, 1984
1,306,443	November 20, 1984
1,307,046	November 27, 1984

EXHIBIT A

TRADEMARK  
REEL: 1812 FRAME: 0285

Prior U.S. Cl.: 107

Reg. No. 1,199,926

United States Patent and Trademark Office

Registered Jun. 29, 1982

**SERVICE MARK**  
Principal Register



Los Angeles Olympic Organizing Committee  
(California corporation)  
10100 Santa Monica Blvd.  
Los Angeles, Calif. 90067

For: ORGANIZING, PLANNING AND CONDUCTING INTERNATIONAL SPORTS EVENTS, in CLASS 41 (U.S. Cl. 107).

First use Jul. 15, 1980; in commerce Jul. 1980.

Any lining or stippling on the mark is for shading purposes only, is a feature of the mark and does not indicate color. Color is not a feature of the mark.

Ser. No. 272,872, filed Aug. 4, 1980.

R. M. FEELEY, Primary Examiner

RUSS HERMAN, Examiner

EXHIBIT B

TRADEMARK  
REEL: 1812 FRAME: 0286



EXHIBIT C

LICENSE AGREEMENT

This Agreement is entered this 10 day of April, 1986 by and between the Los Angeles Olympic Organizing Committee ("LAOOC") and the Southern California Olympians ("SCO").

The parties hereto agree as follows:

1. Grant. LAOOC hereby grants to SCO a perpetual, worldwide, exclusive license to use the trademarks, service marks and copyrighted material consisting of the "Spirit Team" logo depicted on Exhibit A, attached hereto and all marks derivative thereof (the "Property"). This grant shall be sole and exclusive and no party, including LAOOC, shall be authorized by LAOOC to use such marks without the consent of SCO.

2. Sublicensing. SCO may sublicense the rights granted to it hereunder.

3. Enforcement. Neither party shall be required to enforce or preserve the rights in the Property. Only SCO and its assignees may sue to enforce the rights in the Property against alleged infringers.

4. No Warranty. LAOOC does not warrant that any of the Property does not infringe the rights of third parties.

5. Law. This Agreement shall be governed by the laws of the State of California.

EXHIBIT C

TRADEMARK  
REEL: 1812 FRAME: 0287

6. Arbitration. Any and all all disputes hereunder shall be finally decided by arbitration in Los Angeles under the Rules of the American Arbitration Association.

7. Integration. This Agreement is the only agreement between the parties on this subject matter. It supersedes any and all prior written or oral understandings.

8. Quality Control. SCO agrees to use the Property covered by trademarks or service marks in connection only with services and goods equal or better in quality to those on which the trademarks or service marks are or have been used by LAOOC.

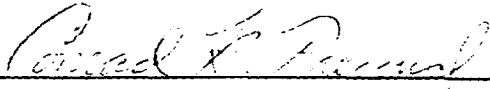
9. Documents. LAOOC and SCO agree to execute any and all other documents which may be necessary to perfect or employ this Agreement.

10. Liability. It is expressly agreed and understood by SCO that neither the City of Los Angeles, nor any director, member, officer, employee or other representative of LAOOC or the City of Los Angeles shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement entered into between the parties hereto relating to the subject matter hereof.

11. Additional Rights Required. SCO acknowledges that the word "Olympic" is excluded from this license. In order to use that word in conjunction with the Property, SCO will need the consent of the United States Olympic Committee.

WHEREFORE, the parties have executed this Agreement  
as of the date first above written.

LOS ANGELES OLYMPIC ORGANIZING  
COMMITTEE ("LAOOC")

By 

By \_\_\_\_\_

SOUTHERN CALIFORNIA OLYMPIANS  
("SCO")

By 

By \_\_\_\_\_



EXHIBIT C

TRADEMARK  
REEL: 1812 FRAME: 0290

# ARTER & HADDEN<sup>LLP</sup>

ATTORNEYS AT LAW

*founded 1843*

Austin  
Cleveland  
Columbus  
Dallas  
Dayton  
Irvine  
Los Angeles  
San Antonio



1801 K Street, N.W., Suite 400K  
Washington, D.C. 20006-1301

*telephone 202.775.7100*

*facsimile 202.857.0172*

San Diego  
San Francisco  
Washington, D.C.  
Woodland Hills  
*Affiliated Offices*  
Brussels, Belgium  
Geneva, Switzerland

November 5, 1998

## Via Hand Delivery

Commissioner of Patents and Trademarks  
2900 Crystal Drive  
Arlington, Virginia 20231

ATTN: BOX ASSIGNMENTS

Re: Assignment from LAOOC Liquidating Trust to  
United States Olympic Committee of Registration No.: 1,199,926  
for the mark **STAR IN MOTION DESIGN**  
Our Reference No.: 53575/11393

Dear Commissioner:

Enclosed herewith, for recordation, is an original Recordation Form Cover Sheet for the Assignment of the mark **STAR IN MOTION DESIGN**, Registration No. 1,199,926, together with the Assignment itself.

**You are hereby authorized to draw from the Arter & Hadden LLP Deposit Account No. 01-2520 the required \$40.00 filing fee and any additional fees.**

Please stamp and date the enclosed return postcard to acknowledge your receipt of these documents.

Very truly yours,

A handwritten signature in black ink, appearing to read "Darlene S. Klinksieck".

Darlene S. Klinksieck  
Trademark Administrator

DSK:jw  
Enclosures  
173318

RECORDED: 11/05/1998

TRADEMARK  
REEL: 1812 FRAME: 0291