

*collective*

FORM PTO-1594

Rev. 6-93

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

10-19-98 R

03-16-1999

FEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



Tab settings

To the Honorable Commissioner of

100939568

Send original documents or copy thereof.

1998 OCT 17 PM 12:24

1. Name of conveying party(ies):

Karhu, U.S.A., Inc.  
10 East 53rd Street  
New York, NY 10022

*10-19-98*

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

*40x* Other Corrected Assignment to  
correct assignee Reel and Frame:  
Execution Date: October 17, 1997  
1661/0036

2. Name and address of receiving party(ies)

Name: Wolverine Outdoors, Inc.

Internal Address: \_\_\_\_\_

Street Address: 9341 Courtland Dr., N.E.

City: Rockford State: MI ZIP: 49351

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

75/129152      75/129151  
74/655230      74/660983

*TM*

B. Trademark Registration No.(s)

1356039      2041579      1779010  
1912581      1337440      1751363  
1917323      1835495      1987331

Additional numbers attached?  Yes  No 2002641

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

Name: James L. Scott

Internal Address: Warner Norcross & Judd

Street Address: 900 Old Kent Building

111 Lyon N.W.

City: Grand Rapids State: MI ZIP: 49503

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

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0457

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

*365E*

9. 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.

James L. Scott  
Name of Person Signing

*James L. Scott*  
Signature

10/15/98  
Date

Total number of pages including cover sheet, attachments, and documents

REEL: 1821 FRAME: 0236

100001 75129152



ORM PTO-1594-  
(rev. 6-93)

40/481

REC

12-08-1997



100584511

SHEET

1375/482

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

D

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party(ies): MRD  
12-3-97

Karhu, U.S.A., Inc.  
10 East 53rd Street  
New York, NY 10022

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

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

2. Name and address of receiving party(ies)

Name: Wolverine World Wide, Inc.

Internal Address: \_\_\_\_\_

Street Address: 9341 Courtland Dr., N.E.

City: Rockford State: MI ZIP: 49351

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other successor in interest to ongoing  
business to which marks pertain.

Execution Date: 10/17/97

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

A. Trademark Application No.(s)

75/129152	75/129151
74/655230	74/660983
74/698347	
74/051088	

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

1356039	1337440	1751363
1912581	1835495	1987331
1917323	2002641	
2041579	1779010	

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

Name: James L. Scott

Internal Address: Warner Norcross & Judd LLP

Street Address: 900 Old Kent Bldg.  
111 Lyon, N.W.

City: Grand Rapids State: MI ZIP: 49501

6. Total number of applications and registrations involved: ..... **16**

7. Total fee (37 CFR 3.41).....\$ 415.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

12/03/1997 MSHABAZZ 00000058 75129152  
 11 FC:481 40.00 OP  
 12 FC:482 375.00 OP

DO NOT USE THIS SPACE

9. 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.

James L. Scott  
 Name of Person Signing

Jim Scott  
 Signature

11/20/97  
 Date

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant : Wolverine World Wide, Inc.  
For : MERRELL MILLENNIUM M2 LOGO

Assistant Commissioner for Trademarks  
Box ITU  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Applicant hereby appoints:

Warner Norcross & Judd LLP  
Intellectual Property Practice Group  
900 Old Kent Building  
111 Lyon Street, N.W.  
Grand Rapids, MI 49503-2487  
(616) 752-2000

of which Charles E. Burpee, Janet P. Knaus, Norbert F. Kugele, William P. Dani, Daniel B. Ruble and James L. Scott are members of the bar of the State of Michigan to prosecute the applications to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificates of registration for the following applications:

Application No.:

75/129152  
74/655230  
74/698347  
74/051088  
75/129151  
74/660983

and to transact any business in the Patent and Trademark Office in connection with the following trademark registrations:

Applicant : Wolverine World Wide, Inc.  
Page : 2

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Registration No.:

- 1356039
- 1912581
- 1917323
- 2041579
- 1337440
- 1835495
- 2002641
- 1779010
- 1751363
- 1987331

Date: \_\_\_\_\_

By Blake W. Krueger  
Blake Krueger  
Executive Vice President  
General Counsel and Secretary

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and delivered as of October 17, 1997, by KARHU U.S.A., INC., a Vermont corporation having a place of business at c/o Mancuso and Company, 10 East 53rd Street, New York, NY 10022, ("Assignor"), to WOLVERINE OUTDOORS, INC., a Michigan corporation having a place of business at 9341 Courtland Drive N.E., Rockford, Michigan 49351 ("Assignee"), pursuant to the Purchase Agreement dated as of October 17, 1997 (the "Purchase Agreement"), among Assignor, and Assignee. All capitalized terms used but not defined in this Trademark Assignment will have the meaning ascribed to them in the Purchase Agreement.

The Purchase Agreement provides, among other things, for the sale and transfer by Assignor to Assignee of all of the right, title and interest that Assignor possesses and has the right to transfer in the Intellectual Property. This Trademark Assignment is made and delivered to perfect such sale and transfer to Assignee of certain of the Intellectual Property, free and clear of all Liens, except Permitted Liens.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors hereby sell, convey, assign and transfer to Assignee, and Assignee's successors and assigns, all of the right, title and interest that Assignor possesses and has the right to transfer in the United States and in all foreign countries in, to and under the trademark registrations and applications identified in the attached Exhibit A, together with all related common law rights and the goodwill of the business symbolized thereby, together with all rights and privileges granted and secured thereby, including the right to sue and recover for past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and that of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignors if this Trademark Assignment and sale had not been made. Notwithstanding anything to the contrary contained herein, the rights assigned hereunder are hereby transferred free and clear of all Liens, except Permitted Liens.

This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles.

Nothing contained in this Trademark Assignment will in any way amend, supersede, rescind, waive or otherwise affect any provisions, including the representations, warranties, covenants, agreements and limitations, set forth in the Purchase Agreement, this Trademark Assignment being intended only to effect transfer of certain of the Intellectual Property to Assignee as provided in the Purchase Agreement.

Signed as of the date first written above.

WOLVERINE OUTDOORS, INC.

By: Blake W. Krueger  
Its: V.P.

KARHU U.S.A., INC.

By: Miriam Taffel  
Its: E.V.P.

1997.

Subscribed and sworn to before me this 17<sup>th</sup> day of October,

Matthew C. Lau

Notary Public  
New York County, New York  
My Commission Expires: Sept 8, 1998

MATTHEW C. LAU  
Notary Public, State of New York  
No. 4872278 New York  
Qualified in Westchester County  
Commission Expires September 8, 1998

**EXHIBIT A****UNITED STATES****REGISTRATION NO.**

1356039  
1912581  
1917323  
2041579  
1337440  
1835495  
2002641  
1779010

1751363  
1987331

**MARK**

MERRELL  
MERRELL FRONT RANGE  
FRONT RANGE MERRELL  
MERRELL & DIAMOND DESIGN  
MERRELL (SCRIPT)  
MERRELL (SCRIPT)  
TAKES YOU WHERE YOU WANT TO GO  
MERRELL WEATHER TIGHT  
CONSTRUCTION & DESIGN  
WTC & DESIGN  
MERRELL 45° & DESIGN

**APPLICATION NO.**

75/129152  
74/655230  
74/698347  
75/051088  
75/129151  
74/660983

**MARK**

MERRELL MILLENNIUM M2 & DESIGN  
MERRELL QUATTRO  
SPEED HIKER  
MERRELL WEAR THEM OUT  
MERRELL WEAR THEM OUT  
MERRELL 45°

**FOREIGN COUNTRIES****COUNTRY**

Canada  
Benelux  
China  
China  
Hungary  
Israel  
Israel  
Japan  
Mexico  
Russia  
South Korea  
South Korea  
Saudi Arabia  
Taiwan  
Taiwan  
Canada

**REGISTRATION NO.**

254527  
551542  
865637  
893179  
145168  
92781  
92782  
2560982  
536886  
150814  
322228  
331495  
386/4  
688178  
688035  
TMA467605

**MARK**

CONTACT  
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MERRELL  
MERRELL  
MERRELL  
MERRELL FRONT RANGE

Canada	TMA466898	MERRELL & DIAMOND DESIGN
Argentina	14798489	MERRELL (SCRIPT)
Austria	132652	MERRELL (SCRIPT)
Canada	TMA406721	MERRELL (SCRIPT)
Chile	394537	MERRELL (SCRIPT)
Finland	117397	MERRELL (SCRIPT)
France	1595188	MERRELL (SCRIPT)
Germany	2102001	MERRELL (SCRIPT)
Hong Kong	07227	MERRELL (SCRIPT)
Indonesia	363905	MERRELL (SCRIPT)
Italy	600822	MERRELL (SCRIPT)
Japan	2435407	MERRELL (SCRIPT)
Japan	2560982	MERRELL (SCRIPT)
Norway	156776	MERRELL (SCRIPT)
Saudi Arabia	386/4	MERRELL (SCRIPT)
Spain	1577618	MERRELL (SCRIPT)
Spain	1577619	MERRELL (SCRIPT)
Sweden	249184	MERRELL (SCRIPT)
Switzerland	382069	MERRELL (SCRIPT)
United Kingdom	B1436425	MERRELL (SCRIPT)
United Kingdom	B1436426	MERRELL (SCRIPT)
Canada	TMA457155	TAKES YOU WHERE YOU WANT TO GO
United Kingdom	2069317	MERRELL WEAR THEM OUT
Canada	468227	MERRELL 45° & DESIGN
<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>MARK</u>
Malaysia	95-06525	MERRELL
New Zealand	251798	MERRELL
Singapore	7335/95	MERRELL
South Africa	95/12012	MERRELL
Venezuela	1828495	MERRELL
Canada	842398	MERRELL MILLENNIUM M2 & DESIGN
Canada	777899	MERRELL QUATTRO
Argentina	1833994	MERRELL (SCRIPT)
Australia	668200	MERRELL (SCRIPT)
Brazil	818593920	MERRELL (SCRIPT)
Canada	785165	SPEEDHIKER
Canada	805838	MERRELL WEAR THEM OUT
Canada	834860	DUE A CURE
Canada	779274	MERRELL 45°



Canada	TMA466898	MERRELL & DIAMOND DESIGN
Argentina	14798489	MERRELL (SCRIPT)
Austria	132652	MERRELL (SCRIPT)
Canada	TMA406721	MERRELL (SCRIPT)
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Australia	668200	MERRELL (SCRIPT)
Brazil	818593920	MERRELL (SCRIPT)
Canada	785165	SPEEDHIKER
Canada	805838	MERRELL WEAR THEM OUT
Canada	834860	DURE A CUIRE
Canada	779274	MERRELL 45°