

12-29-1998

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRP 12/21/98



100930169

Final documents or copy thereof.

1. Name of conveying party(ies):

INTERNATIONAL FLORAL CORP.

- Individual(s)
 - General Partnership
 - Corporation-State (Florida)
 - Other
- Additional name(s) of conveying party(ies) attached? Yes No

- Association
- Limited Partnership

Name of receiving party(ies):

Name: VANS, INC.

Internal Address: _____

Street Address: 3730 W. 131st Street

City: Aslip State: Illinois ZIP: 60658

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 9, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,953,249	2,121,142
1,953,251	2,173,399
1,846,870	

Additional numbers attached? Yes No

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

Name: Laura Fernandez

Internal Address Akerman, Senterfitt & Eidson, P.A.

Street Address: One Southeast Third Avenue, 28th Floor

City: Miami State: Florida ZIP: 33131

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41) _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

John Campbell Barmmer
Name of Person Signing

Signature

Date

12/14/98

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (ext. 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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT dated as of December 9, 1998 from **INTERNATIONAL FLORAL CORP.**, a Florida corporation (the "Assignor"), to **VANS, INC.**, an Illinois corporation (the "Assignee"), pursuant to that certain Intellectual Property and Asset Purchase Agreement dated as of December 9, 1998 ("Agreement"), by and between the Seller and the Purchaser, providing for the purchase and sale of certain of the assets of the Seller used in its floral wholesale and distribution business (the "Business").

RECITALS

WHEREAS, Assignor does, for itself and its successors and assigns, hereby represent, warrant, covenant and agree to and with the Assignee, its successors and assigns, that it is the lawful owner of (i) all trademarks, trade names, service marks, logos and, designs set forth on Exhibit A to this Assignment and Schedule A to the Agreement along with all trademark rights in trade styles and trade dress which is used in connection with the trademarks set forth on Exhibit A (the "Trademarks") and all copyrights, patents and other intellectual property which is owned by Assignor and which is used in connection with the Trademarks, including all common law rights in and to the foregoing, all registrations and applications to register the same and all licenses for the use thereof and (b) the goodwill of the Business connected with the use of, and symbolized by, the Trademarks, such that the reality symbolized by the assigned Trademarks will continue, (the property described in (a) and (b) above being collectively referred to as the "Intellectual Property").

WHEREAS, Assignor does hereby represent, warrant, covenant and agree that the Intellectual Property, including the Trademarks, is free from all liens and encumbrances; that it has good and valid right to sell, bargain, grant, transfer, convey and deliver the same to the Assignee; and that it will warrant and defend the sale of the said Intellectual Property unto the Purchaser, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

WHEREAS, Assignor desires to grant and Assignee desires to acquire an assignment of the Trademarks and all Trademark Rights (as defined below) in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, such that the reality symbolized by the assigned Trademarks will continue;

WHEREAS, Assignor's business is ongoing and existing and Assignee is or intends to be the successor to the business of Assignor;

WHEREAS, Assignee desires to have its assignment in the Trademarks confirmed by a document identifying that assignment and in a form as may be recorded in the United States Patent and Trademark Office;

WHEREAS, Assignor desires to grant Assignee all of its rights in and to all of the Intellectual Property including all designs, pictures, drawings, photographs, characters, graphics, and any other copyrightable materials which were created for use in connection with, were actually used in connection with or incorporate any of the Trademarks or any derivatives thereof (the "Designs").

WHEREAS, Assignee is desirous of acquiring an assignment of Assignor's rights in and to the Designs, which would be effective as of and relate back to the date on which each Design was created.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

TERMS OF AGREEMENT

1. Assignment. Assignor does hereby assign unto Assignee all worldwide right, title, interest and claims in and to:

1.1 The Trademarks and all future royalties or other fees paid or payments made or to be made to Assignor in respect of the Trademarks and proceeds of any and all of the above (the Trademarks, royalties and proceeds being referred to collectively in this Agreement as the "Trademark Rights");

1.2 The goodwill of the business connected with the use of, and symbolized by, the Trademarks (which rights, interests and claims being referred to in this Agreement as "Goodwill"), by the assignment herein of all right, title, interest and claim in and to the books, records and tangible assets, including, but not limited to books and records relating to quality control and advertising of the goods/services offered under the Trademarks;

1.3 Existing and future profits and damages for past and future infringements of the Trademark Rights (which rights, interests and claims being referred to in this Agreement as "Claims," and the Trademark Rights, Goodwill and Claims being collectively referred to as the "Trademark Property");

1.4 All the rights in and to the Designs of every kind, nature and description, including, but not by way of limitation: (i) the physical sketches, drawings, prints, slides, negatives and copies which actually exist; (ii) the right to secure copyright thereon anywhere throughout the world, in Assignee's name or otherwise; (iii) any and all publication rights therein, in whatever form; (iv) the right to use, license, exploit, sell or otherwise dispose thereof in any manner and for any purpose Assignee sees fit; and (v) any and all subsidiary rights therein; and (vi) existing and future profits and damages for past and future infringements of the Designs, (the Designs, together with all of the foregoing, the "Copyright Property").

2. Power of Attorney. Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (1) to endorse and/or file of record, all assignment, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use

the Trademark Property and the Copyright Property (the Trademark Property and Copyright Property hereinafter collectively referred to as the "Intellectual Property"); (2) to grant or issue an exclusive or non-exclusive license under the Intellectual Property to any other person, (3) to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Intellectual Property to any other person, (4) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Intellectual Property as provided herein, (5) to defend or compromise any and all actions, suits or proceedings in respect of the Intellectual Property and to do all things in relation thereto as Assignee shall deem advisable, and (6) to take all action which Assignee may deem proper in order to provide for Assignee the benefits of the Intellectual Property and the Designs. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignor here ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. Benefit. This Agreement shall be binding upon, and inure to the benefit of, the Assignor and Assignee and their respective successors and assigns.

4. Waiver, Modification or Cancellation. Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of the same, shall not be valid unless made in writing and signed by the parties hereto.

5. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Florida applicable to agreements which are executed and fully performed within the state.

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the terms and conditions of the Agreement and for the consideration set forth therein, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants, conveys, sells, assigns, transfers and delivers to the Purchaser, its successors and assigns, all of its right, title, interest and benefit, of whatever kind and nature, tangible and intangible, in and to the assets and properties described below wherever situated, all as the same exist on the date hereof, free and clear of any and all liabilities, liens, encumbrances, mortgages, security interests, pledges, restrictions and claims of any kind or nature, contingent or otherwise:

IN WITNESS WHEREOF, Seller has caused this instrument to be signed in its name by its officer thereunto duly authorized and its corporate seal to be affixed, on the date first above written.

ASSIGNOR:

INTERNATIONAL FLORAL CORP., a Florida corporation

By: 

Name: John Campbell Bammmer

Title: Secretary

ASSIGNEE:

VANS, INC., an Illinois corporation

By:  _____

Name: John Campbell Barmmer

Title: Vice President of Sales and Marketing

SCHEDULE A

TRADEMARKS

To Be Acquired	Trademark	Registration/Serial Number	Goods/Services	Owner	Status
TRADEMARKS REGISTERED WITH UNITED STATES PATENT AND TRADEMARK OFFICE					
✓	Platinum Petals (special form)	1,953,249	Fresh cut flowers, namely roses, carnations, chrysanthemums and other varieties of cut flowers (International Class 31).	International Floral Corp.	Registered
✓	Exotics from the Tropics (special form)	1,953,251	Tropical fresh cut flowers and tropical bouquets of fresh cut flowers and foliage (International Class 31)	International Floral Corp. (Received assignment from Hugh Avey)	Registered
✓	Calyпсо Bouquet (special form)	1,864,870	Exotic tropical bouquets of fresh cut flowers and foliage (International Class 31)	International Floral Corp.	Registered
✓	IFC-Flowers That Dazzle (and design)	2,121,142	Fresh cut flowers and plants (International Class 31)	International Floral Corp.	Registered
✓	Flowers That Dazzle	2,173,399	Fresh cut flowers (International Class 31)	International Floral Corp.	Registered

To Be Acquired	Trademark	Registration/Serial Number	Goods/Services	Owner	Status
TRADEMARKS REGISTERED WITH THE FLORIDA SECRETARY OF STATE					
✓	Platinum Petals	T971226	Fresh cut flowers, namely roses, carnations, chrysanthemums and other varieties of cut flowers (International Class 31)	International Floral Corp.	Registered
✓	Exotics from the Tropics	T971225	Tropical fresh cut flowers and tropical bouquets of fresh cut flowers and foliage (International Class 31)	International Floral Corp.	Registered
✓	Calypso Bouquet	T971228	Exotic tropical bouquets of fresh cut flowers and foliage (International Class 31)	International Floral Corp.	Registered
✓	IFC-Flowers that Dazzle (and Design)	T971227	Fresh cut flowers and plants (International Class 31)	International Floral Corp.	Registered
✓	Flowers That Dazzle	T980907	Fresh cut flowers (International Class 31)	International Floral Corp.	Registered

To Be Acquired	Trademark	Registration/Serial Number	Goods/Services	Owner	Status
COMMON LAW TRADEMARKS					
✓	Greens That Dazzle	N/A	Fresh cut flowers	International Floral Corp.	No application filed

MIA-304940-1