FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 **MLO** 1-/5-99 01-20-1999



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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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	Conveyance Type					
X New	Assignment License					
Resubmission (Non-Recordation) Document ID # Correction of PTO Error Reel # Frame # Corrective Document Reel # Frame #	Security Agreement Nunc Pro Tunc Assignment Effective Date Month Day Year Change of Name X Other Agreement Regarding Security Interest in Intellectual Property					
Conveying Party	Mark if additional names of conveying parties attached Execution Date					
Name BROOKS SPORTS, INC.						
Formerly						
Individual General Partnership	Limited Partnership X Corporation Association					
Cabon						
Other						
X Citizenship/State of Incorporation/Organizat	washington					
Receiving Party	Mark if additional names of receiving parties attached					
Name DANGAREDICA BUGINEGO ODEDII						
Name BANKAMERICA BUSINESS CREDIT	T, INC.					
DBA/AKA/TA						
Composed of						
Address (line 1) 55 South Lake Avenue, Suite	900					
Address (line 2)						
Address (line 3) Pasadena	CA 91101					
Individual General Partnership Limited Partnership X Corporation Association City State/Country Limited Partnership Limited Partnership Association State/Country If 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.						
Other	(Designation must be a separate document from Assignment.)					
X Citizenship/State of Incorporation/Organizati						
FOR	OFFICE USE ONLY					

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 DE MARK

REEL: 1841 FRAME: 0437

FORM PTO-1 Expires 06/30/99 OMB 0651-0027	618B Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
	epresentative Name and Address Enter for the first Re	eceiving Party only.
Name [22.00.13.71.70.01	
Address (fine 1)	Carrie in the	
Address (line 2)		
Address (line 3)		
Address (line 4)		
Correspond	lent Name and Address Area Code and Telephone Number 20	06-622-3150
Name	PETER MUCKLESTONE	
Address (line 1)	DAVIS WRIGHT TREMAINE	
Address (line 2)	2600 CENTURY SQUARE	
Address (line 3)	1501 FOURTH AVENUE	
Address (line 4)	SEATTLE, WA 98101	
Pages	Enter the total number of pages of the attached conveyance do including any attachments.	pocument # 31
Enter either th	e Trademark Application Number <u>or</u> the Registration Number (DO NOT ENTER BO	X Mark if additional numbers attached OTH numbers for the same property).
Number of	Properties Enter the total number of properties involved.	# 20
Deposit A	of Payment: Enclosed Deposit Account X	# 04 <u>9</u> 258
	Authorization to charge additional fees:	Yes X No
	and Signature	and correct and fine
atta	the best of my knowledge and belief, the foregoing information is true a niched copy is a true copy of the original document. Charges to deposit icated herein.	account are authorized, as
	J. Watson Adda	14-99
Name	e of Person Signing Signature	Date Signed

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AGREEMENT REGARDING SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARK REGISTRATION NUMBERS (cont'd)

1,753,275	1,742,337
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1,812,932	1,823,776
1,336,768	1,360,550
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1,319,453	2,008,775
1.419.241	

AGREEMENT REGARDING SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS AGREEMENT REGARDING SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Agreement") is made effective as of December 23, 1998, by and between BROOKS SPORTS, INC., a Washington corporation, whose address is 11720 North Creek Parkway North, Bothell, WA 98011-8223 ("Borrower"), and BANKAMERICA BUSINESS CREDIT, INC. whose address is 55 South Lake Avenue, Suite 900, Pasadena, CA 91101 ("Lender").

RECITALS

- A. Borrower and Lender have entered into a Credit Agreement and related documents dated December 23, 1998, whereby Lender has agreed to make certain loans to Borrower under certain terms and conditions. (Hereinafter the Credit Agreement and all related documents evidencing the loans and security agreements between Borrower and Lender are referred to as the "Loan Documents.")
- B. Pursuant to the terms of the Loan Documents, Borrower has agreed to grant Lender a lien and security interest on the Collateral as defined below.
- C. Lender desires to have Lender's lien and security interest in the Collateral confirmed by recording this document in the United States Patent and Trademark Office ("PTO"), as appropriate.

NOW, THEREFORE, with the foregoing Recitals deemed incorporated into and made a part of this Agreement by reference, and in consideration of the mutual promises and obligations set forth below, the parties, intending to be legally bound, agree as follows:

- 1. **SECURITY INTEREST.** In consideration of the covenants and agreements contained in the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged by Borrower, and to secure the obligations owing under the Loan Documents, Borrower collaterally assigns and grants to Lender a lien and security interest in:
- 1.1 All of Borrower's right, title and interest in and to all copyrights, proprietary information, trade secrets, patents, patent applications, trademarks, service marks,

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trade names, trade dress, whether registered or unregistered, and all goodwill associated therewith, and all registrations and applications for registration thereof (collectively referred to as the "Intellectual Property"), including without limitation: (a) the letters patents, trademark and service mark registrations listed in Exhibit A attached hereto and all renewals thereof and any future letters patents and trademark and service mark registrations and renewals thereof (the "Patents and Trademark Registrations"); (b) the patent applications and trademark registration applications listed in Exhibit A and any Patents and Trademark Registrations that may be issued on any of those applications and any future Patents and Trademark Registration applications, to the full extent allowable by law (the "Patents and Trademark Applications"); (c) all future copyright applications and registrations (the "Copyright Registrations"); (d) all future royalties or other fees paid or payments made or owed to Borrower with respect to the Intellectual Property (the "Royalties"); and (e) proceeds of any and all of the foregoing (the Intellectual Property, Patents and Trademark Registrations, Patents and Trademark Applications, Copyright Registrations, Royalties, and such proceeds are referred to collectively as the "Intellectual Property Rights").

1.2 All rights, interests, claims and demands that Borrower has or may have in existing and future profits and damages for past and future infringements of the Intellectual Property Rights (the "Claims") (the Intellectual Property Rights and Claims are referred to collectively as the "Collateral").

2. **BORROWER'S WARRANTY.** Borrower warrants and represents that:

- 2.1 To the best of Borrower's knowledge, Borrower is the true and lawful exclusive owner of the Intellectual Property Rights, including all rights and interests granted by this Agreement, with the exception of U.S. Patent Nos. 4,934,072; 5,052,130; 5,191,727; and 5,315,769; Australian Patent No. 601005; Canadian Patent Nos. 1,330,485 and 2,001,879; European Patent No. 0 272 082; Japanese Patent No. 1970819; Korean Patent No. 62587; of which Borrower is an owner of an undivided interest.
- 2.2 To the best of Borrower's knowledge, the Collateral is valid and enforceable.
- 2.3 Borrower has full power and authority to execute and deliver this Agreement.
- 2.4 Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Intellectual Property Rights and the interests granted by this Agreement.
- 2.5 To the best of Borrower's knowledge, the Intellectual Property Rights and all interests granted in the Collateral are so granted free from all liens, charges, claims, options,

licenses, pledges and encumbrances of every kind and character, except for licenses entered into in the ordinary course of business.

- 3. **AFFIRMATIVE COVENANTS.** Borrower further covenants that, until all of the above-described obligations have been satisfied in full, Borrower will:
- 3.1 Not enter into any agreement(s), including, without limitations, license agreements, which are inconsistent with Borrower's undertakings and covenants under the Loan Documents or this Agreement or which restrict or impair Lender's right to realize upon the security interest granted under this Agreement.
- 3.2 Take steps reasonable in the exercise of its good business judgment to protect, maintain and enforce the Intellectual Property Rights, and maintain the quality of the goods and services associated with all patents, trademarks, service marks, and trade names at or above the level of quality as of the date of this Agreement.
- 3.3 On or before January 31 of each year, provide Lender with an updated schedule of the Intellectual Property Rights.
- 4. **RESTRICTIONS ON SALE OF FURTHER ENCUMBRANCE.** Borrower agrees not to sell, assign or further encumber Borrower's rights and interests in the Collateral without the prior written consent of Lender.
- 5. LENDER'S RIGHTS ON DEFAULT. If an event of default shall occur under Loan Documents, Lender, as the holder of a security interest under the Washington Uniform Commercial Code as now or hereafter in effect, may take such action as is permitted by law or in equity, in Lender's sole discretion, to foreclose on or otherwise realize on the Collateral covered by this Agreement. For those purposes, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select in Lender's sole discretion, as Borrower's true and lawful attorney-in-fact with the power to endorse Borrower's name on and/or file of record, all assignments, applications, documents, papers and instruments, whether signed by Borrower or by Lender on Borrower's behalf, necessary for Lender or its transferees, successors or assigns, to obtain title to and the right to use the Collateral together with the associated goodwill, or to grant or issue any exclusive or nonexclusive license under the Collateral to any other person or to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Collateral and associated goodwill to any other person. Borrower hereby ratifies all that the attorney-in-fact shall lawfully do or cause to be done by virtue of this Agreement. This power of attorney shall be irrevocable during the term of the Loan Documents.
- 6. **REMEDIES.** Upon the occurrence of any Event of Default as defined in the Loan Documents and the lapse of any applicable cure period, and at all times thereafter, Lender shall have the rights and remedies of a secured party under the UCC in addition to the rights and

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remedies provided elsewhere within the Security Agreement or in any other writing executed by Borrower. Lender will give Borrower reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed to the last known address of Borrower at least ten (10) days before the time of the public sale or the time after which any private sale or other intended disposition thereof is to be made. At any such public or private sale, Lender may purchase the Collateral. After deduction for Lender's sale related expenses, the residue of any such proceeds of sale shall be applied in satisfaction of the Borrower's obligations in such order of preference as Lender may determine. Any excess, to the extent permitted by law, shall be paid to Borrower, and Borrower shall remain liable for any deficiency. Lender shall have the right, but not the obligation, to take all such actions and to do all such things as Lender deems reasonably necessary to protect and preserve the Collateral and Lender's rights hereunder.

- 7. FILING OF DOCUMENTS WITH PTO. Borrower shall in its reasonable business judgment, at Borrower's own expense, diligently file and prosecute all Patents and Trademark Registrations, and Patents and Trademark Applications relating to the Collateral in the PTO, and shall in its reasonable business judgment pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and, except in the ordinary course of business, shall not abandon any such Collateral before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Collateral without the prior written consent of Lender.
- 8. **FEES, COSTS AND EXPENSES.** Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses, incurred by Lender in connection with the preparation, modification, enforcement or termination of this Agreement and all other documents relating to this Agreement and to the consummation of the transactions contemplated by this Agreement, the filing and recording of any documents (including all taxes in connection therewith) in public offices, any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be paid by Borrower on demand by Lender and, until paid, shall be added to the obligations described in the Loan Documents.
- 9. SUIT TO ENFORCE COLLATERAL. Borrower shall provide Lender with written notice of any suit to enforce the Collateral, and the written notice shall be provided to Lender prior to filing such suit or as soon thereafter as reasonably possible. Lender may, at Lender's option, be joined as a nominal party to the suit if Lender shall be satisfied that joinder is necessary and that Lender is not thereby incurring any risk of liability by that joinder. Borrower shall promptly, on demand, reimburse and indemnify, defend and hold Lender harmless from and against all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this Section 9 and all other actions and conduct of Borrower with respect to the Intellectual Property Rights during the term of this Agreement.

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- 10. **MODIFICATION; WAIVER.** No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.
- 11. **EXPENSES INCURRED IN PROTECTING COLLATERAL.** If Borrower fails to comply with any of Borrower's undertakings and covenants under the Loan Documents or this Agreement, Lender may, at Lender's sole option, do so in Lender's name, but at Borrower's expenses. Borrower agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending, enforcing and maintaining the Collateral.
- 12. **TERMINATION OF LENDER'S INTEREST IN COLLATERAL.** On full and unconditional satisfaction of all of Borrower's obligations to Lender under the Loan Documents, Lender shall execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interests in the Collateral.
- 13. NOT A CONDITIONAL ASSIGNMENT OR PRESENT ASSIGNMENT OF TITLE. Lender and Borrower intend this document to evidence a security interest enforceable against the Collateral as a security interest against the Patents and Trademark Registrations. Nothing herein is intended to give rise to a conditional assignment as that term is used in The Clorox Co. v. Chemical Bank, 40 U.S.P.Q.2d 1098 (TTAB 1996) or a present assignment of title.
- 14. **RECORDATION OF AGREEMENT.** Borrower hereby acknowledges and agrees that this Agreement shall be recorded with the PTO and/or the Copyright Office, as appropriate. Borrower shall give Lender prompt notice upon the filing of all future Patents and Trademark Applications and upon the receipt of all Patents and Trademark Registrations and Copyright Registrations, with sufficient detail to allow recording of this Agreement as to such future applications and registrations. Borrower agrees that such future registrations may be added to the Exhibits hereto to facilitate such recording.
- 15. **PARTIES BOUND.** This Agreement shall be binding on Borrower, Borrower's successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.
- 16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 17. **CONFLICTS.** To the extent the terms and provisions of this Agreement are in direct conflict with the Loan Documents, the terms and provisions of this Agreement shall govern.
- 18. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts each of which shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

BROOKS SPORTS, INC.,
a Washington corporation

By:

Don Paterson

Its Vice President - Finance

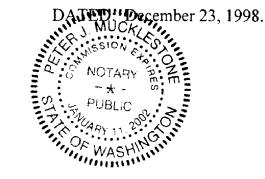
LENDER: BANKAMERICA BUSINESS CREDIT, INC.

By: Alice Chan

Its MCCOUNT EXECUTIVE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Don Paterson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President - Finance of Brooks Sports, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Petr J. Mushletone
NOTARY PUBLIC in and for the State of Washington

Printed Name: Peter J. Mucklestone

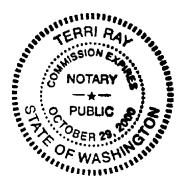
Residing at: Seattle

Commission Expires: January 11, 2002

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Alia Chan the person who appeared before me, and said person acknowledged that be signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Account Executive of BankAmerica Business Credit, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/7/99



NOTARY PUBLIC in and for the State of Washington

Printed Name:

Residing at:

Commission Expires:_

EXHIBIT A

I. PATENTS

A. <u>U.S. PATENTS</u>

- 1. 4,180,924 RUNNING SHOE WITH WEDGED SOLE
- 2. 4,237,627 RUNNING SHOE WITH PERFORATED MIDSOLE
- 3. 4,364,188 RUNNING SHOE WITH REAR STABILIZATION MEANS
- 4. 4,934,072 FLUID DYNAMIC SHOE
- 5. 5,052,130 SPRING PLATE SHOE
- 6. 5,097,607 FLUID FOREFOOT FOOTWEAR
- 7. 5,191,727 PROPULSION PLATE HYDRODYNAMIC FOOTWEAR
- 8. 5,315,769 TEARDROP PROPULSION PLATE FOOTWEAR
- 9. 5,704,137 SHOE HAVING HYDRODYNAMIC PAD
- 10. D256,180 CLEATED SPORTS SHOE SOLE
- 11. D264,017 CLEATED SHOE SOLE
- 12. D281,926 ATHLETIC SHOE
- 13. D281,927 ATHLETIC SHOE

B. U.S. PATENT APPLICATIONS

- 1. 08/337,674 -SHOE HAVING A COMPOSITE ROLL BAR
- 2. 09/151,881 SHOE HAVING CUSHIONING MEANS LOCALIZED IN HIGH IMPACT ZONES

C. AUSTRALIAN PATENTS

- 1. 623194 FLUID DYNAMIC SHOE
- 2. 653515 FLUID FOREFOOT FOOTWEAR

D. <u>CANADIAN PATENTS</u>

- 1. 1,097,060 RUNNING SHOE WITH WEDGED SOLE
- 2. 1,186,507 TWO DENSITY INCLINED SOLE RUNNING SHOE
- 3. 1,251,636 TOE OFF ATHLETIC SHOE
- 4. 1,330,485 SHOE WITH SPRING-LIKE SOLE MEMBER
- 5. 2,001,879 FLUID DYNAMIC SHOE
- 6. 2,041,027 FLUID FOREFOOT FOOTWEAR

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E. <u>CANADIAN PATENT APPLICATION</u>

1. 2,193,601 - SHCE HAVING HYDRODYNAMIC PAD

F. <u>CHILE PATENT APPLICATION</u>

1. 38,397 - FLUID FOREFOOT FOOTWEAR

G. EUROPEAN PATENT APPLICATION

1. 96120680.2 - SHOE HAVING HYDRODYNAMIC PAD

H. JAPANESE PATENT

1. 1,970,819 - SHOE WITH SPRING-LIKE SOLE MEMBER

I. <u>JAPANESE PATENT APPLICATIONS</u>

- 1. 91-180,621 FLUID FOREFOOT FOOTWEAR
- 2. 8-359,778 SHOE HAVING HYDRODYNAMIC PAD

J. KOREAN PATENTS

- 1. 62,587 SHOE WITH SPRING-LIKE SOLE MEMBER
- 2. 99,999 FLUID FOREFOOT FOOTWEAR

K. TAIWANESE PATENT

1. 104,872 - FLUID FOREFOOT FOOTWEAR

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II. TRADEMARKS

Country	Trademark	Class	Registration Number	Registration Date	Application Number	Filing Date
1. Africa	HYDROFLOW	25	31673	13-Apr-92	81236	13-Apr-92
2. Argentina	BROOKS	25	1640152	31-Jul-97	2052396	10-Oct-96
	BROOKS AND CHEVRON DESIGN	25	Next Renewal No. Not Yet Available	02-Jun-98 Renewal Filed 5/98	2149492	07-May-98
	BROOKS AND CHEVRON DESIGN	18	1353782	01-Aug-89	1448240	01-Aug-84
,	BROOKS AND V DESIGN (INTEGRAL)	25	1589116	23-Jan-96	1793038	01-Mar-91
	BROOKS AND V DESIGN (INTEGRAL)	18	1578528	12-Oct-95	1793037	01- M ar-91
	HYDROFLOW	25	T.B.D.	T.B.D.	1835325	12-Mar-92
	THE HUMAN SPIRIT	18	1467785	30-Sep-93	1813700	27-Aug-91
3. Australia	BROOKS	25	B382658	18-Oct-82	382658	18-Oct-82
	BROOKS & CHEVRON DESIGN	25	A396185	29 -Au g-83	396185	29-Aug-83
	BROOKS & CHEVRON DESIGN	18	B396184	29-Aug-83	396184	29-Aug-83
	BROOKS & CHEVRON DESIGN	25	B375433	12-May-82	375433	12-May-82
	BROOKS & V DESIGN (INTEGRAL)	25	533418	02-May- 90	533418	02- M ay-90
	HYDROFLOW	25	A504409	08-Feb-89	504409	08-Feb-89
	V DESIGN	25	571590	03-Feb-92	571590	03-Feb-92
4. Austria	BROOKS	25	92,623	14-Dec-79	AM 2035/79	30-Jul-79
	BROOKS AND CHEVRON DESIGN	25	92625	14-Dec-79	AM 2037/79	30-Jul-79

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	BROOKS AND V DESIGN (INTEGRAL)	18,25	140873	09-Mar-92	AM 5906/91	11-Dec-91
	BROOKSPORTS	25	92624	14-Dec-79	AM 2036/79	30-Jul-79
	CHEVRON DESIGN	25	92626	14-Dec-79	AM 2038/79	30-Jul-79
	HYDROFLOW	18,25	140874	09-Mar-92	AM 5907/91	11-Dec-91
	V DESIGN	25	92627	14-Dec-79	AM 2039/79	30-Jul-79
5. Bahrain	BROOKS	25	9827	29-Oct-85	816/85	29-Oct-85
	V DESIGN ON SHOE	25	9779	17-Oct-85	758/85	17-Oct-85
6. Benelux	BROOKS	18,25	364369	10-Aug-79	631858	1 0-A ug-79
	BROOKS	28	390,876	28-Jun-83	658,853	28-Jun-83
	BROOKS & CHEVRON DESIGN	28	393,850	28-Jun-83	658,854	28-Jun-83
	BROOKS & CHEVRON DESIGN (COLOR)	25	360495	13-Sep-79	632368	13-Sep-79
	BROOKS & V DESIGN (INTEGRAL)	18,25	518115	24-Jul-92	783573	24-Jul-92
	BROOKSPORTS	25	360501	14-Sep-79	632399	14-Sep-79
	CHEVRON DESIGN	18,25	363734	10-Aug-79	631856	10-Aug-79
	HYDROFLOW	25	460413	08-Feb-89	724975	08-Feb-89
	THE HUMAN SPIRIT	18	499289	27-Aug-91	768329	27-Aug-91
	THE HUMAN SPIRIT	25	499282	09-Aug-91	767724	09 -A ug-91
	V DESIGN	25	363409	13 - Sep-79	632367	13-Sep-79
	V DESIGN ON SHOE	25	363737	22-Aug-79	632026	22 -A ug-79
7. Bolivia	BROOKS	25	50580-C	23-Oct-90	1340	05-Jan-90
	V DESIGN ON SHOE	25	50581-C	23-Oct-90	1339	05-Jan-90

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8. Brazil	BROOKS & V DESIGN (INTEGRAL)	25	816631298	03-Aug-93	816631298	21-Feb-92
	BROOKS & V DESIGN (INTEGRAL)	25	n/a	n/a	816196958	24-May-91
	BROOKS (STYLIZED)	25	814771580	06-Dec-94	814771580	24-Apr-89
	BROOKS (STYLIZED)	25	810506980	14-Oct-86	810506980	21-May-81
	HYDROFLOW	25	816631280	24-Oct-95	816631280	21-Feb-92
	V DESIGN	25	n/a	n/a	810507013	21-May-81
	V DESIGN	25	816626189	19-Oct-93	816626189	14-Feb-92
9. Bulgaria	BROOKS	25	16147	29-Jan-88	5439	23-Dec-87
	V DESIGN ON SHOE	25	16145	29-Jan-88	5441	23-Dec-87

BROOKS	All	303228	31-May-85	489319	09-Jul-82
BROOKS & CHEVRON DESIGN	All	395929	20-Mar-92	666920	14-Sep-90
BROOKS & CHEVRON DESIGN	All	310755	24-Jan-86	489318	09-Jul-82
BROOKS & CHEVRON DESIGN	All	290452	04-May-84	419650	10-Jan-78
BROOKS & V DESIGN (INTEGRAL)	All	445,893	11-Aug-85	666982	14-Sep-90
BROOKS & V DESIGN (INTEGRAL)	All	436079	25-Nov-94	690202	24-Sep-91
COMFORT CRAFTED	All	407505	29-Jan-93	689540	10-Sep-91
FANCIFUL DESIGN OF RUNNING WOMAN	All	407,506	29- Ja n- 9 3	689563	10-Sep-9 1
HYDROFLOW	All	395197	06-Mar-92	666996	14-Sep-90
HYDROFLOW	All	395417	13-Mar-92	624686	03-Feb-89
HYDROFLOW	All	403115	25-Sep-92	690207	24-Sep-91
KINETIC WEDGE	All	403114	25-Sep-92	690205	24-Sep-9 1
KINETIC WEDGE	All	342513	08-Jul-88	577833	08-Jul-88
KINETIC WEDGE AND DESIGN	All	343398	05-Aug-88	577475	04-Feb-87
KINETIC WEDGE AND DESIGN	All	424,545	0 4-M ar-94	690255	24- Sep-91
KINETIC WEDGE AND DESIGN	All	399133	12-Jun-92	666919	14-Sep-90
V DESIGN	All	437200	23-Dec-94	690,197	24-Sep-91
V DESIGN (Chevron Design)	All	436704	09-Dec-94	666960	14-Sep-90
V DESIGN	All	338782	31-Mar-88	427601	18-Jul-78

TRADEMARK REEL: 1841 FRAME: 0452

10. Canada

11.	Chile	BROOKS	25	402810	0 3-Ma r-93	224649	21-Dec-82
		BROOKS	18	267142	20-Jan-93	217079	12-Aug-92
		BROOKS AND CHEVRON DESIGN (STACKED)	25	405723	27-Apr-93	232496	27-Apr-93
		BROOKS AND V DESIGN (INTEGRAL)	18,25	361410	29-Oct-90	152441	30-Apr-90
		BROOKS AND V DESIGN (INTEGRAL)	18	400632	20-Jan-93	217078	20-Jan-93
		HYDROFLOW	25	342027	24-Apr-89	124999	13-Jan-89
		V DESIGN	25	405724	27-Арг-93	232497	
		V DESIGN	18,25	417442	26-Nov-93	198574	28-Jan-92
		THE HUMAN SPIRIT	25	377423	07-N ov-91	184267	06-Aug-91
		THE HUMAN SPIRIT	18	379398	10-Jan-92	186217	20-Aug-91
12.	China	BROOKS	64	262644	20-Sep-86	960001876	21-Nov-85
		BROOKS AND CHEVRON DESIGN	64	262645	20-Sep-86	43066	21-Nov-85
		BROOKS AND CHEVRON DESIGN	51	262646	20-Sep-86	43064	21-Nov-85
		BROOKS AND CHEVRON DESIGN	53	262635	20-Sep-86	43065	21-Nov-85
		BROOKS AND V DESIGN (INTEGRAL)	18	629412	10-Feb-93	92008122	04-Mar-92
		BROOKS AND V DESIGN (INTEGRAL)	25	511818	10-Feb-90	8908747	03-Apr-89
		HYDROFLOW	25	657899	14-Sep-93	92052799	18-Aug-92
13.	Colombia	HYDROFLOW	25	n/a	n/a	357096	13-Mar-92

14. Croatia	BROOKS	25	Z920961	7-Apr-98	381-04/92- 02/554	29-Sep-92
	BROOKS AND V DESIGN (INTEGRAL)	18,25	Z921084	04-May-94	381-03/ 92-02/723	01-Oct-92
	V DESIGN ON SHOE	25	Z920962	06-Apr-98	381-04/ 92-02/555	29-Sep-92
15. Czech Republic	BROOKS	25	167152	28-Dec-88	55437	15-Dec-87
	BROOKS AND CHEVRON DESIGN	25	167158	24-Jan-89	55436	15-Dec-87
	BROOKS AND V DESIGN	25	169555	24-Mar-92	59134	29-Oct-90
	BROOKS AND V DESIGN (INTEGRAL)	25	184886	15-May-95	85787	13-Jan-94
	HYDROFLOW	25	183286	09-Mar-95	67285	17- M ar-92
16. Denmark.	BROOKS	25	84/VR02,420	06-Jul-84	79/VA03,142	30-Jul-79
	BROOKS AND V DESIGN (INTEGRAL)	2 5	VR3003	13-May-94	181/93	21-Jun-93
	BROOKSPORT	25	80/VR02,346	13-Jun-80	79/VA03,143	30-Jul-79
	HEVRON DESIGN	25	80/VR02,347	13-Jun-80	79/VA03,145	30-Jul-79
	HYDROFLOW	25	92/VR10,940	27-Nov-92	92/VA01,760	10-Mar-92
	V DESIGN	25	80/VR2310	13-Jun-80	79/VA03,146	30-Jul-79
17. Dominican Rep.	BROOKS	52	34996	03-Feb-83		12-Jan-83
	BROOKS	45	34997	03-Feb-83		12-Jan-83
18. Ecuador	BROOKS AND CHEVRON DESIGN (STACKED)	25	0738-95N	21-Mar-95	15103	14-Mar-89
	BROOKS AND V DESIGN (INTEGRAL)	25	2926-92	16-Nov-92	30464	24-Feb-92
	BROOKS AND V DESIGN (INTEGRAL)	18	2797-92	16-Nov-92	30145	12-Feb-92
	HYDROFLOW	25	825-93	30-Apr-93	31432	10-Apr-92

	V DESIGN	25	2891-92	16-Nov-92	30466	24-Feb-92
	V DESIGN	25	457-92	04-Mar-92	25622	22-May-91
19. Egypt	BROOKS AND V DESIGN (INTEGRAL)	25	82030	01-Jul-95	82030	27-Jan-92
	V DESIGN	25	n/a	n/a	82067	28-Jan-92
20. El Salvador	BROOKS	74 (local	n/a	n/a	E-1249-83	30-Sep-83
	BROOKS & CHEVRON DESIGN	class) 74,65,92 (local)	n/a	n/a	E-1264-83	04-Oct-83
	V DESIGN	74 (local class)	213-105	17-Sep-84		30-Sep-83
21. Estonia	BROOKS	25	08630	01-Mar-94	9300321	21-Jan-93
	BROOKS AND V DESIGN (INTEGRAL)	18,25	14788	08-Feb-95	9300363	25-Jan-93
	HYDROFLOW	25	14787	08-Feb-95	9300362	25-Jan-93
	V DESIGN ON SHOE	25	08631	01-Mar-94	9300322	21-Jan-93
22. European Community	BROOKS	18,25	n/a	n/a	162,313	01-Apr-96
	HYDROFLOW	18,25	n/a	n/a	162131	01-Apr-96
	V DESIGN	25	n/a	n/a	162255	01-Apr-96
23. Finland	BROOKS	25	91775	20-Feb-85	793760	27-Jul-79
	BROOKS & V DESIGN (INTEGRAL)	18,25	142434	20-Feb-96	930059	08-Jan-93
	BROOKS AND CHEVRON DESIGN	25	93369	20-Aug-85	793762	27-Jul-79
	BROOKSPORT	25	80749	20-Feb-92	793761	27-Jul-79
	CHEVRON DESIGN	25	88074	20-Feb-84	793763	27-Jul-79
	HYDROFLOW	25	111957	20-May-91	890143	12-Jan-89
	KINETIC WEDGE	25	103798	20-Apr-89	863863	01-Oct-86

	V DESIGN	25	89036	05-Jun-84	793764	27-Jul-79
24. France	BROOKS	2 5	1 5 517 4 1	21-Sep-89	155904	21-Sep-89
	BROOKS AND CHEVRON DESIGN	25	1551742	21-Sep-89	155905	21-Sep-89
	BROOKS AND V DESIGN (INTEGRAL)	18,25	1593873	25-May-90	212332	25-May-90
	BROOKSPORTS	25	1551740	21-Sep-89	155903	21-Sep-89
	CHEVRON DESIGN	25	1591736	21-Sep-89	155899	21-Sep-89
	HYDROFLOW	25	92411308	20-Mar-92	92/411308	20-Mar-92
	PROPULSION PLATE	25	1642543	06-Feb-91	265,837	06-Feb-91
	V DESIGN	25	1551737	21-Sep-89	155900	21-Sep-89
25. Georgia	BROOKS	25	4783	24-Mar-97	002313/03	08-Jun-93
	BROOKS & V DESIGN (INTEGRAL)	18,25	2648	17-Jul-96	002566/03	22-Dec-92
26. Germany	BROOKS	25	DD646015	06- A pr-88	(DDW)56646	21-Dec-87
	BROOKS	25	1002388	15-Oct-89		
	BROOKS & CHEVRON DESIGN	25	DD646016	06-Apr-88	(DDW)56647	21-Dec-87
	BROOKS & CHEVRON DESIGN	25	1064449	12-Jun-84		30-Jun-83
	BROOKS & CHEVRON DESIGN	25	1002390	15-Oct-79	B64304/25WZ	31-Aug-89
	BROOKS & V DESIGN	25	1109990	17-Aug-87	W34381/25WZ	08-Aug-84
	BROOKS & V DESIGN (INTEGRAL)	25	1186858	29-Jan-93	W40506/25WZ	07-Jun-90
	BROOKSPORTS	25	1002389	15-Oct-79	B64303/25WZ	1-Jan-79
	CHEVRON DESIGN	25	T.B.D.	T.B.D.	W64301/25WZ	T.B.D.
	PROPULSION PLATE	25	T.B.D.	T.B.D.	W41373/25WZ	T.B.D.

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		HYDROFLOW	25	1,186,887	03-Feb-93	W38936/25WZ	14-Feb-89
		V DESIGN ON SHOE	25	DD646456	05-Apr-89	DDW256648	21-Dec-87
27.	Greece	BROOKS & V DESIGN (INTEGRAL)	18,25	107548	17-May-95	107548	31-Jan-92
		HYDROFLOW	18,25	107549	17-Jan-95	107549	31-Jan-92
28.	Guatemala	BROOKS	25	n/a	n/a	3051-83	04-Aug-83
		BROOKS & CHEVRON DESIGN	25	n/a	n/a	3001-83	28-Jul-83
		V DESIGN	25	n/a	n/a	2993-83	28-Jul-83
2 9.	Hong Kong	BROOKS & CHEVRON DESIGN	25	1711/88	17-Aug-90	1489/83	30-May-83
		HYDROFLOW	25	4230/93	14-Oct-93	1776/92	29-Feb-92
30.	Hungary	BROOKS	25	127095	29-Jun-88	2253/2277/87	03-Dec-87
		BROOKS & V DESIGN (INTEGRAL)	18,25	139,908	14-Aug-96	M93/00025	06-Jan-93
		HYDROFLOW	25	135,797	11-Mar-92	M92/01,361	11-Mar-92
		V DESIGN	25	127248	23-Sep-88	2253/2276/87	03-Dec-87
31.	Iceland	BROOKS	25	93/256	30-Mar-93	1092/1992	09- N ov-92
		BROOKS & V DESIGN (INTEGRAL)	18,25	93/255	30-Mar-93	1091/1992	09-Nov-92
		V DESIGN	18,25	93/254	30-Mar-93	1090/1992	09- N ov-92
32.	India	BROOKS	25			403461	29-Mar-83
		BROOKS & V DESIGN (INTEGRAL)	25			581151	16-Sep-92
		HYDROFLOW	25			569148	10-Mar-92
		V DESIGN	25	40346303	31-Aug-95	403463	29-Mar-83

33. Indonesia	BROOKS	25	266632	04-Jun-91	804	26-May-90
	BROOKS & CHEVRON DESIGN	18,25	n/a	n/a	195	12-Apr-91
	BROOKS & V DESIGN (INTEGRAL)	18,25	315401	07-Nov-94	4248	08-Feb-92
	CHEVRON DESIGN	25	266631	04-Jun-91	804	26-May-90
	HYDROFLOW	25	312829	08-Feb-92	4248	08-Feb-92
34. Ireland	BROOKS	25	135237	10-Feb-84	391/84	10-Feb-84
	BROOKS AND V DESIGN (INTEGRAL)	25	162713	14-Jan-92	169/92	14-Jan-92
	HYDROFLOW	25	147286	14 - Jan-92	168/92	14-Jan-92
	V DESIGN	25	B110200	22-A ug-79	2357/79	22-A ug-79
35. Israel	BROOKS	25	82354	10 -M ay-95	82354	11-Feb-92
	BROOKS AND V DESIGN (INTEGRAL)	25	82334	10- M ay-95	82334	07 -Fe b-92
	BROOKS AND V DESIGN (INTEGRAL)	18	82333	10-May-95	82333	07 -Fe b-92
	HYDROFLOW	25	82335	03-Nov-94	82335	11-Feb-92
	V DESIGN	25	82353	11 -Feb -92	82353	11-Feb-92
36. Italy	BROOKS	18	418681	14-Apr-86	19271C/83	13-May-83
	BROOKS	25	470116	11-Mar-87	21490C/80	26-Sep-80
	BROOKS AND CHEVRON DESIGN	25	470 118	11-Mar-87	21492C/80	26-Sep-80
	BROOKS AND V DESIGN (INTEGRAL)	18,25	605454	20-Oct-93	23080C/90	24-Aug-90
	BROOKSPORTS	25	470117	11-Mar-87	21419C/80	26-Sep-80
	CHEVRON DESIGN	18	418682	14-Apr-86	19272C/83	13- M ay-83
	CHEVRON DESIGN	25	470119	11-Mar-87	21493C/80	26-Sep-80

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HYDROFLÓW	25	641010	27-Dec-94	MI92C00209	23-Mar-92
PROPULSION PLATE	25	621160	08-Jun-94	MI91C00087 6	07-Feb-91
V DESIGN	25	470120	11- M ar-87	21494C/80	26-Sep-80
THE HUMAN SPIRIT	25	625897	17-Jun-94	MI91C00627	28-Aug-91
THE HUMAN SPIRIT	18	625873	17-Jun-94	MI91C00625	28-Aug-91
ACTIVO	22	2,301,218	27-Feb-91	63-115817	
BROOKS	24	2,061,754	22-Jul-88	1739/1986	02-Apr-76
BROOKS	22	1,465,560	30-Jun-81	52-022560	05-Apr-77
BROOKS	25	n/a	n/a	10-011020	12-Feb-98
BROOKS	21	1,492,780	25-Dec-81	52-049691	15-Jul-77
BROOKS AND CHEVRON DESIGN	17	2,008,375	18-Dec-87	59-110489	18-Oct-84
BROOKS AND V DESIGN (INTEGRAL)	17	2,716,226	30-Sep-96	02-063002	04-Jun-90
BROOKS AND V DESIGN (INTEGRAL)	25	n/a	n/a	7-80974	04-Aug-95
BROOKS in Katakana	25	n/a	n/a	7-80973	04-Aug-95
BROOKS In Katakana	17	2,287,535	26-Dec-90	63-057200	20-May-88
BROOKSATHLETIC AND DESIGN	24	2,197,989	25-Dec-89	53-092038	18-Dec-88
THE HUMAN SPIRIT	21	2,585,348	29-Oct-93	116670/91	11-Nov-91
CHEVRON DESIGN	25	3,210,936	31-Oct-96	04-305938	27-Oct-92
ELAN MXT	22	2,301,217	27-Feb-91	63-115816	
FLYING B DESIGN	25	4100559	09-Jan-98	7-80976	04-Aug-95
HYDROFLOW	22	2,357,270	29- N ov-91	01-015447	13-Feb-89

37. Japan

	HYDROFLOW	25	4100560	09-Jan-98	7-80977	04-Aug-95
	KINETIC WEDGE	22	2,162,897	31-Aug-89	61-128360	4-Dec-86
	KINETIC WEDGE AND DESIGN	22	2,256,467	30-Aug-90	62-037696	
	PROPULSION PLATE	22	2,559,542	30-Jul-93	12703/91	
	V DESIGN	22	2705647	31-Mar-95	03-123824	29-Nov-91
	V DESIGN	25	4,104,160	16-Jan-98	7-80975	04-Aug-95
	V DESIGN	21	T.B.D.	T.B.D.	89693/77	T.B.D.
	V DESIGN	24	2,673,407	29-Jun-94	04-020465	28-Feb-92
	V DESIGN	25	3,200,339	30-Sep-96	04-305937	27-Oct-92
	V DESIGN	25	3,200,342	30-Sep-96	05-001892	12-Jan-93
38. Jordan	BROOKS	25	22454	14-Sep-87	T.B.D.	02-May-85
	BROOKS & CHEVRON DESIGN	25	22448	14-Sep-87	T.BD.	02-May-85
	V DESIGN ON SHOE	25	22447	14-Sep-87	T.B.D.	02-May-85
39. Kenya	HYDROFLOW	25	39643	29-Apr-93	39643	31-Mar-92
40. Korea (South)	BROOKS	25	77255	28-Jul-81	80-9295	1 4-N ov-80
	BROOKS & CHEVRON DESIGN	27	77253	28-Jul-81	80-9293	14-Nov-80
	CHEVRON DESIGN	27	77254	28-Jul-81	80-9294	14-Nov-80
	PROPULSION PLATE	27	238767	22- May-92	913165	01-Feb-91
41. Kuwait	BROOKS	25	22271	29-Jul-90	23949	31-Jan-90
	BROOKS & CHEVRON	18	n/a	n/a	24445	31-May-90

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DESIGN

	V DESIGN	25	17532	15-Dec-86	18688	31-Dec-85
42. Latvia	BROOKS	25	12845	28-Feb-94	M-92-3299	20-Dec-92
	BROOKS & V DESIGN (INTEGRAL)	18,25	30875	30-Sep-95	M-92-3307	20-Dec-92
	V DESIGN ON SHOE	25	12846	28-Feb-94	M-92-3300	20-Dec-92
43. Lebanon	BROOKS	25	44539	26-Jul-83	394/A/196708	26-Jul-83
	BROOKS & CHEVRON DESIGN	18,25	44541	26-Jul-83	394/A/196708	26-Jul-83
	HYDROFLOW	18,25			41/20014	30-Apr-92
	KINETIC WEDGE	25	50100	19-Mar-87	54/26951	19-Mar-87
	V DESIGN	25	44540	26-Jul-83	394/A/19708	26-Jul-83
44. Lithuania	BROOKS	25	6476	04-Mar-93	RL987	31-Dec-92
	BROOKS & V DESIGN (INTEGRAL)	18,25	21197	27-Jun-95	ZP 2720	31-Dec-92
	V DESIGN ON SHOE	25	6477	04-Mar-93	RL988	31-Dec-92
45. Macau	BROOKS	25	5437-M	12-Feb-88	203544	14-Aug-79
	BROOKS & CHEVRON DESIGN	25	5439	23-Jul-92	5439	12-Feb-88
	BROOKS & CHEVRON DESIGN	18	5438	23-Jul-92	5438-M	12-Feb-88
	BROOKS & V DESIGN (INTEGRAL)	25	11495	01-Feb-93	11495	28-Jan-92
	BROOKS & V DESIGN (INTEGRAL)	18	11494	01-Feb-93	11494	28-Jan-92
	HYDROFLOW	25	11529	17-Dec-92	11529	12-Feb-92
	V DESIGN	25	11516	18-May-93	11516	07-Feb-92
46. Malaysia	BROOKS	25	n/a	n/a	85/02365	31- M ay-85
	BROOKS & CHEVRON DESIGN	25	n/a	n/a	MA/2364/85	31-May-85

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	BROOKS & V DESIGN (INTEGRAL)	25	n/a	n/a	MA/524/92	29-Jan-92
	HYDROFLOW	25	00803	03-May-95	MA/803/92	11-Feb-92
	V DESIGN (LINE BORDER)	25	n/a	n/a	MA/804/92	11-Feb-92
	V DESIGN ON SHOE	25	n/a	n/a	MA/2366/85	31-May-85
47. Mexico	BROOKS	25	408170	18-Mar-92	127510	25-Nov-91
	BROOKS & CHEVRON DESIGN	22	397384	01-Jul-91	58530	09-Mar-89
	BROOKS & V DESIGN (INTEGRAL)	18	n/a	n/a	127513	25-Nov-91
	BROOKS & V DESIGN (INTEGRAL)	25	432484	29-Mar-93	127512	25-Nov-91
	BROOKS AND CHEVRON DESIGN	53	344813	10- M ar-88	58532	9- M ar-89
	BROOKS AND CHEVRON DESIGN	18	T.B.D.	T.B.D.	104920	18-Jan-91
	CHEVRON DESIGN	53	412973	12-May-92	71962	20-Sep-89
	HYDROFLOW	25	408169	18-Mar-92	127509	25-Nov-91
	KINETIC WEDGE	25	399912	26-Sep-91	104922	18-Jan-91
	V DESIGN	53	412,974	12-May-92	72429	27-Sep-89
	V DESIGN	25	420801	27-Aug-92	127511	25-Nov-91
48. Morocco	BROOKS	18,25	48 079	17-Jan-92	PV455	17-Jan-92
	BROOKS	18,25	8279	22-Jun-92	8279	22-Jun-92
49. Namibia	THE HUMAN SPIRIT	25	920868	31-Aug-92	920869	31-Aug-92
	THE HUMAN SPIRIT	18	920868	31-Aug-92	920869	31-Aug-91
50. Netherlands Antilles	CHEVRON DESIGN	25	11484	16-Sep-80	11484	28-May-80

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	V DESIGN	25	11389	22-Aug-80	11389	28-May-80
	V DESIGN ON SHOE	25	11951	13-Aug-81	11951	28-May-80
51. New Zealand	BROOKS	18	204543	03-Sep-90	204543	03-Sep-90
	BROOKS	25	154449	25-Feb-97	154449	17-Aug-84
	BROOKS AND V DESIGN (INTEGRAL)	25	204545	03-Sep-90	204545	03-Sep-90
	BROOKS AND V DESIGN (INTEGRAL)	18	204544	03-Sep-90	204544	03-Sep-90
	CHEVRON DESIGN	25	B154450	17-Aug-84	154450	17-Aug-84
	HYDROFLOW	18	204646	7-Sep-90	204646	07-Sep-90
	V DESIGN	25	132671	03-Dec-97	132671	04-Jun-96
	V DESIGN	18	206347	0 7-M ay-93	206347	20- N ov-90
52. Niçaragua	BROOKS AND CHEVRON DESIGN	25	22007	02-Sep-92	22007	02-Oct-91
53. Nigeria	HYDROFLOW	25	53759	07-Nov-97	TP 13708	23-Apr-92
54. Norway	BROOKS	25	112380	18-Nov-82	792244	03-Aug-79
	BROOKS AND V DESIGN (INTEGRAL)	18,25	163,658	14-Jul-94	915909	22-Nov-91
	BROOKSPORTS	25	109264	27-Aug-81	792245	03-Aug-79
	V DESIGN ON SHOE	25	120808	02- M ay-85	832690	25-Aug-83
55. Oman	BROOKS	25	n/a	n/a	7910	09-Jan-93
	BROOKS AND V DESIGN (INTEGRAL)	25	n/a	n/a	7911	09-Jan-93
56. Panama	BROOKS	25	049157	04-Sep-89	49157	22-Feb-89
	HYDROFLOW	25	61201	21-Jan-94	061201	11-May-92

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	V DESIGN ON SHOE	25	60689	27-Dec-93	60689	31-Mar-92
57. Paraguay	BROOKS	25	175450	30-Dec-94	9063	09-Aug-90
58. Peru	BROOKS	18	96256	14-Feb-92	183090	18-Mar-91
	BROOKS	25	92294	25-Jul-91	183061	18-Mar-91
	BROOKS AND V DESIGN (INTEGRAL)	25	97980	26-Jun-92	199001	03-Mar-92
	BROOKS AND V DESIGN (INTEGRAL)	18	98545	05-Aug-92	199000	03-Mar-92
	V DESIGN ON SHOE	25	7684	27-Apr-94	182024	22-Feb-91
59. Philippines	BROOKS	18,25	46625	27-Sep-89	49383	11-Oct-82
	BROOKS AND CHEVRON DESIGN	18,25	46606	27-Sep-89	49384	11-Oct-82
	BROOKS AND CHEVRON DESIGN	18,25	T.B.D.	T.B.D.	4 8994	23-Aug-82
	BROOKS AND V DESIGN (INTEGRAL)	18,25	59412	03-Oct-94	81175	22-Mar-94
	HYDROFLOW	25	57451	22-Mar-94	80470	22-Apr-92
	V DESIGN ON SHOE	25	46415	11-Sep-89	44811	08-May-81
60. Poland	BROOKS	25	63098	31-Dec-88	Z 85273	18-Dec-87
	BROOKS & V DESIGN (INTEGRAL)	18,25	88103	21-Dec-95	Z 117702	07-Jan-93
	HYDROFLOW	25	77384	07-Mar-94	Z106830	06-Mar-92
	V DESIGN ON SHOE	25	63281	05-May-89	Z85275	18-Dec-87
61. Portugal	BROOKS	25	203544	05-Jan-87	203544	14-Aug-79
	BROOKS & V DESIGN (INTEGRAL)	25	278373	16-Sep-92	278373	20-Nov-91
	BROOKS & V DESIGN (INTEGRAL)	18	278372	22-Sep-92	278372	20-Nov-91
	BROOKSPORTS	25	203545	05-Jan-87	203545	14-Aug-79

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	HYDROFLOW	2 5	280358	28-Dec-92	280358	12-Feb-92
	V DESIGN	25	n/a	n/a	203548	14-Aug-79
	V DESIGN	25	280274	02-Feb-94	280274	07-Feb-92
62. Puerto Rico	BROOKS	3	23101	08-Sep-90	23101	16-May-80
	BROOKS	39	23103	08-Sep-80	23103	16-May-80
	BROOKS & CHEVRON DESIGN	39	23104	Ó8-Sep-80	23104	16 -M ay-80
	BROOKS & CHEVRON DESIGN	3	23102	08-Sep-80	23102	16 -M ay-80
	V DESIGN ON SHOE	39	23099	08-Sep-80	23099	16-May-80
63. Romania	BROOKS	25	15098	16-May-89	17487	11-Jan-88
	BROOKS & CHEVRON DESIGN	25	15099	05-Oct-88	17492	11-Jan-88
	V DESIGN ON SHOE	25	14864	10-Oct-88	17488	11-Jan-88
64. Russian Federation	BROOKS	25	83416	11-Jul-88	107647	07-Dec-87
	BROOKS & V DESIGN (INTEGRAL)	18,25	122444	28-Dec-94	92010705	16-Dec-92
	HYDROFLOW	25	113215	23-Aug-93	154974	24-Mar-92
	V DESIGN ON SHOE	25	83465	18-Jul-88	107648	07-Dec-87
65. Saudi Arabia	BROOKS	25	142/14	22-Jun-86	2058	13-Jul-85
	BROOKS & V DESIGN	25	280/18	03-Apr-93	19018	24 -Oct-92
	(INTEGRAL) HYDROFLOW	25	271/34	13-Dec-92	16181	21-Mar-92
	V DESIGN	25	281/94	26-Sep-93	19329	15-Nov-92
66. Singapore	BROOKS	25	n/a	n/a	S/833/92	07-Feb-92

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	BROOKS & V DESIGN (INTEGRAL)	25	3915/90	30-May-90	S/3915/90	30-May-90
	HYDROFLOW	25	891/92	10-Feb-92	S/891/92	10-Feb-92
	KINETIC WEDGE	25	5423/86	01-Dec-86	5423/86	01-Dec-86
	V DESIGN (LINE BORDER)	25	n/a	n/a	S/890/92	10-Feb-92
67. South Africa	BROOKS	25	B80/2603	04-Feb-83	B80/2603	28-Apr-80
	BROOKS AND CHEVRON DESIGN	25	80/0750	29-Nov-94	80/0750	14-Feb-80
	BROOKS AND V DESIGN (INTEGRAL)	25	92/0583	21-Mar-94	92/0583	27-Jan-92
	BROOKS AND V DESIGN (INTEGRAL)	18	92/0582	21-Mar-94	92/0582	27-Jan-92
	BROOKSPORTS	25	80/0749	25-Nov-94	80/0749	14-Feb-80
	CHEVRON DESIGN	25	80/0751	19-Jan-90	80/0751	14-Feb-80
	HYDROFLOW	25	92/0581	21-Mar-94	92/0581	27-Jan-92
	V DESIGN	25	80/0752	14-Jan-90	80/0752	14-Feb-80
68. Spain	BROOKS	25	668884	13-Oct-75	668884	04-Mar-72
	BROOKS & V DESIGN (INTEGRAL)	25	1575393	05-Aug-93	1575393	20-Jun- 9 0
	HYDROFLOW	25	1302981	21-May-90	1302981	17-Feb-89
	KINETIC WEDGE	25	1172414	05-Jan-88	1172414	12-Dec-86
	V DESIGN ON SHOE	25	1194284	05-Jun-89	1194284	14-May-87
69. Sweden	BROOKS & V DESIGN (INTEGRAL)	18,25	252208	01-Oct-93	92-04128	29-Apr-92
	BROOKSPORTS	T.B.D.	T.B.D.	T.B.D.	T.B.D.	T.B.D.
	CHEVRON DESIGN	25	170912	01-Feb-80	79-5158	1-Feb-79
	HYDROFLOW	25	219894	07-Dec-90	89-1128	07-Feb-89

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	V DESIGN	25	194348	18-Jan-85	83-1564	03-Oct-83
70. Switzerland	BROOKS	25	302425	01-Apr-80	49 10	27-Sep-79
	BROOKS AND CHEVRON DESIGN	25	302470	03-Apr-80	4 91 1	27-Sep-79
	BROOKS AND CHEVRON DESIGN	18	334120	04-Dec-84	3438	21-Jun-84
	BROOKS AND V DESIGN (INTEGRAL)	18,25	395756	0 6-Dec-91	8230/1991.5	06-Dec-91
	BROOKSPORTS	25	302424	01-Apr-80	79-4909	27-Sep-79
	CHEVRON DESIGN	25	302471	03-Apr-80	4912	27-Sep-79
	HYDROFLOW	18,25	394142	18-Aug-92	8229/1991.9	06-Dec-91
	KINETIC WEDGE	25	351328	23-Mar-87	7434	26-Nov-86
	THE HUMAN SPIRIT	18,25	394303	21-Aug-92	5859/1991.5	27-Aug-91
	V DESIGN	25	302472	03-Apr-80	4913	27-Sep-79
71. Taiwan	BROOKS	48	130799	01-Apr-80	(68)15703	24-A ug-79
	BROOKS	44	127004	16-Jan-80	(68)15700	24-A ug-70
	BROOKS	50	127038	16-Jan-80	(68)15707	24-Aug-79
	BROOKS AND CHEVRON DESIGN	44	127002	16-Jan-80	(68)15698	24-Aug-79
	BROOKS AND CHEVRON DESIGN	50	127036	16-Jan-80	(68)15705	24-Aug-79
	BROOKS AND CHEVRON DESIGN	48	277550	01-Apr-85	73040123	13-Aug-84
	BROOKS AND V DESIGN (INTEGRAL)	40	508519	16-Dec-90	79027501	22-Jun-90
	BROOKS AND V DESIGN (INTEGRAL)	41	511411	16-Jan-91	97027502	22-Jun-90
	BROOKS AND V DESIGN (INTEGRAL)	43	510155	01-Jan-91	79027503	22-Jun-90
	CHEVRON DESIGN	44	127003	16-Jan-80	(68)15699	24-Aug-79

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	CHEVRON DESIGN	50	127037	16-Jan-80	(68)15706	24-Aug-79
	HYDROFLOW	41	570881	16-Sep-92	81011945	17-Mar-92
72. Thailand	BROOKS	38	159482	23-Dec-91	217183	24-Jul-91
	BROOKS AND CHEVRON DESIGN	38	137173	10-Apr-90	192218	03-Aug-89
	BROOKS AND V DESIGN (INTEGRAL)	38	162196	22-Sep-92	222206	11-Dec-91
	HYDROFLOW	38	162235	, 22-Sep-92	224884	11-Feb-92
	V DESIGN	38	164059	08-Feb-94	217185	24-Jul-91
	V DESIGN	50	161202	08-Feb-94	217186	24-Jul-91
73. Turkey	BROOKS	25	85452	18-Jun-85	22934	26-Apr-85
	BROOKS AND V DESIGN (INTEGRAL)	25	135644	24-Jan-92	6155	24-Jan-92
	HYDROFLOW	25	135162	24-Jan-92	527461	24-Jan-92
74. Ukraine	BROOKS	25	513	15-Jun-93	83416	10-Feb-93
	HYDROFLOW	2 5	8406	30-Jun-97	93063011	18-Jun-93
	V DESIGN ON SHOE	25	510	15-Jun-93	83465	10-Feb-93
75. United Arab Emirates	BROOKS	18,25	T.B.D.	T.B.D.	4 761	30-Jan-94
	BROOKS & V DESIGN (INTEGRAL)	25	T.B.D.	T.B.D.	4762	30-Jan-94
76. United Kingdom	BROOKS	25	1500324	13-May-92	1500324	13-May-92
	BROOKS AND V DESIGN (INTEGRAL)	25	1494051	12-Mar-92	1494051	12-Mar-92
	CHEVRON DESIGN	25	1115561	07-Jun-79	1115561	07-Jun-79
	CHEVRON DESIGN	18	1200481	27-Nov-87	1200481	26-Jul-83

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CHEVRON DESIGN (LINE BORDER)	25	1102965	14-Oct-78	1102965	14-Oct-78
HYDROFLOW	25	1369943	28-Aug-90	1369943	13-Jan-89
PROPULSION PLATE	25	1453804	23-Jan-91	1453804	23-Jan-91
V DESIGN (LINE BORDER)	25	B1494032	12-Mar-92	1494032	12-Mar-92
V DESIGN (LINE BORDER)	25	B-1503217	09-Jun-92	1503217	09-Jun-92
ASR	25	2,203,713	17-Nov-98	75/304,381	09-Jun-97
B and Design	25	1,973,699	14-May-96	74/641,911	03-Mar-95
BROOKS	25	1,161,034	14-Jul-81	73-125926	09-May-77
BROOKS AND CHEVRON DESIGN	18	1,360,549	17-Sep-85	73-425026	09-May-83
BROOKS AND CHEVRON DESIGN	25	1,319,454	12-Feb-85	73-425027	09-May-83
BROOKS AND CHEVRON DESIGN	25	1,213,324	19-Oct-82	73-253544	10-Mar-80
BROOKS AND V DESIGN	25	1,319,455	12-Feb-85	73-427688	26-May-83
BROOKS AND V DESIGN (INTEGRAL)	25	1,683,840	21-Apr-92	74-046570	06-Apr-90
BROOKS AND V DESIGN (INTEGRAL)	18	1,777,883	22-Jun-93	74/280580	02-Jun-92
PPS AND DESIGN	25	1,753,275	16-Feb-93	74/123,287	14-Dec-90
NEVER, NEVER, NEVER STOP	25	1,742,337	22-Dec-92	74/168,283	20- Ma y-91
THE HUMAN SPIRIT	18	1,812,932	21-Dec-93	74/193,702	12-Aug-91
THE HUMAN SPIRIT	25	1,823,776	22-Feb-94	74/152,821	04-Jan-91
BROOKS AND V DESIGN AND CHEVRON DESIGN	25	1,336,768	21-May-85	73-427681	26-May-83
CHEVRON DESIGN	18	1,360,550	17-Sep-85	73/425,028	09-May-83
CHEVRON DESIGN	25	1,319,453	12-Feb-85	73/425,025	09-May-83

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77. United States

	HYDROFLOW	25	2,008,775	15-Oct-96	75/035,222	21-Dec-95
	PODULAR TECHNOLOGY	25	n/a	n/a	75/252,947	05- M ar-97
	Super Pod	25	n/a	n/a	75/248,262	26-Feb-97
	V DESIGN	25	1,419,241	02-Dec-86	73/109,762	16-Dec-76
78. Uruguay	BROOKS	25	217106	19-Nov-91	217106	22-Apr-87
	BROOKS	18,25	237847	03-Jun-92	237847	07-Jun-90
	BROOKS AND V DESIGN (INTEGRAL)	18,25	237848	03-Jun-92	237848	07-Jun-90
79. Venezuela	BROOKS	39	128224-F	20-Jun-87	4545-85	03-May-85
	BROOKS AND CHEVRON DESIGN	39	128227-F	20-Jan-87	4555-85	03-May-85
	BROOKS AND V DESIGN (INTEGRAL)	39	Awaiting Registration) No.	Publication Granted 2/20/95	1455-92	29-Jan-92
80. Vietnam	BROOKS	25	15493	01-Mar-95	17487	26-Mar-94
	BROOKS AND V DESIGN (INTEGRAL)	16	15492	01-Mar-95	17486	26-Nov-94
	V DESIGN	25	n/a	n/a	N-0867/94	26-Mar-94
81. Yemen Northern	BROOKS	25	5368	21-Feb-93	1531	28- N ov-91
82. Yugoslavia	BROOKS	25	31383	21-Dec-87	Z331/85	23-May-85
83. Zimbabwe	BROOKS AND V DESIGN (INTEGRAL)	18	B95/92	28-Jan-92	95/92	28-Jan-92
	BROOKS AND V DESIGN (INTEGRAL)	25	B96/92	28-Jan-92	96/92	28-Jan-92
	HYDROFŁOW	25	204/92	09- Ma r-92	204/92	09-Feb-92
	V DESIGN	25	99/92	29-Jan-92	99/92	29-Jan-92

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