

FORM PTO-1618A

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U.S. Department of Commerce
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TRADEMARK

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01-13-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #26

**ORDINATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Document ID #

☐ Correction of PTO Error

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Conveyance Type☒ Assignment☐ License☐ Security Agreement☐ Nunc Pro Tunc Assignment☐ Merger☐ Change of Name☐ OtherEffective Date
Month Day Year
05/15/90**Conveying Party**☐ Mark if additional names of conveying parties attached

Name Pacifica Publishing Corporation

Execution Date
Month Day Year
05/15/90

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other☒ Citizenship/State of Incorporation/Organization California**Receiving Party**☐ Mark if additional names of receiving parties attached

Name Gralla Publications, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1515 Broadway

Address (line 2)

Address (line 3) New York

New York

10036

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other☒ Citizenship/State of Incorporation/Organization New York

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. (Designation must be a separate document from Assignment.)

01/22/1999 DHSUYEM 00000031 1699000

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01 FC:481
02 FC:48240.00 OP
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**TRADEMARK**
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Domestic Representative Name and Address

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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (415) 434-1600

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.

4

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)

1,699,000	1,686,845	

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

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:

08-2792

Authorization to charge additional fees:

Yes ☒

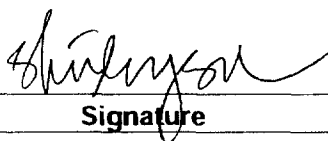
No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Shirley J. Su

Name of Person Signing



Signature

1-12-99

Date Signed

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT, dated as of the 15th day of May, 1990, from PACIFICA PUBLISHING CORPORATION, a California corporation ("Pacifica"), to GRALLA PUBLICATIONS, INC., a New York corporation ("Gralla").

WHEREAS, pursuant to that certain Acquisition Agreement (the "Acquisition Agreement"), dated as of May 15, 1990, by and between Gralla as purchaser, Pacifica as seller and Steven F. Lewis, Jeff Wetmore and Susan Wetmore as the sole stockholders of Pacifica, Gralla has agreed to purchase, and Pacifica has agreed to sell, all of its assets (tangible and intangible), properties, business and goodwill, of every kind and description, wherever located, excluding only those assets as are specifically excluded in the Acquisition Agreement;

WHEREAS, Pacifica is the sole and exclusive owner of the unregistered trademarks, trademark applications, trade names, permits and licenses, as set forth on Schedule A attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Gralla is desirous of acquiring all of Pacifica's right, title and interest in and to the Trademarks; and

WHEREAS, Pacifica is willing to sell, assign, transfer and convey to Gralla all of Pacifica's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Pacifica does hereby grant, bargain, sell, convey, assign, transfer and deliver to Gralla, its successors and assigns, all of Pacifica's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations and applications for registrations itemized in Schedule A annexed hereto and any reissue or reissues of said Trademarks, the same to be held and enjoyed by Gralla for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives to the end of the terms for which said Trademarks are granted or may be reissued as fully and entirely as the same would have been held and enjoyed by Pacifica if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said Trademarks, with the right to sue for and collect the same for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

2. For the consideration aforesaid, Pacifica hereby irrevocably constitutes and appoints Gralla the true and lawful attorney of Pacifica, with full power of substitution, and gives and grants unto Gralla, its successors and assigns, and each of them, full power and authority in the name of Pacifica, its successors and assigns, or the name of Gralla, at any time and from time to time, (a) to collect, assert or enforce any claim, right or title of any kind in or to the Trademarks, to institute and prosecute all actions, suits and proceedings which Gralla may deem proper in order to collect, assert or enforce any such claim, right or title, to defend and compromise all actions, suits and proceedings in respect of any of the Trademarks, and to do all such acts and things in relation thereto as Gralla shall deem advisable, and (b) to take all action which Gralla may deem proper in order to provide for Gralla the benefits of or under any of the Trademarks where any required consent of a third party to the assignment thereof to Gralla shall not have been obtained; with like power and as fully as Pacifica could or might have done, hereby ratifying and confirming all and whatever Gralla, its successors and assigns, or any of them shall lawfully do or cause to be done. Pacifica acknowledges and agrees that such powers are coupled with an interest and are and shall be irrevocable by it in any manner or for any reason, including, without limitation, the liquidation or dissolution of Pacifica. Pacifica further agrees that Gralla shall be entitled to retain for its own account any amounts collected pursuant to such powers, including any amounts payable as interest in respect thereof.

3. Pacifica does, for itself and its successors and assigns, covenant and agree to and with Gralla to warrant and defend the sale, transfer and conveyance of said Trademarks unto Gralla, its successors and assigns, against all and every person and persons whomsoever.

4. Pacifica agrees that, at any time and from time to time after delivery hereof, it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, bills of sale, assignments, checks, transfers, conveyances, powers of attorney, assurances or other instruments as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to Gralla, or for aiding and assisting in the collection of or reducing to possession by Gralla of the Trademarks acquired hereunder.

5. This instrument shall be binding upon Pacifica, its successors and assigns and shall inure to the benefit of Gralla and its successors and assigns.

6. This instrument shall be governed by the laws of the State of New York, without giving effect to the conflict of laws principles thereof.

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

PACIFICA PUBLISHING CORPORATION

By: 

Jeff Wetmore, Vice President

Schedule A

Trademarks, Permits and Licenses

Federal

<u>Name</u>	<u>U.S. Patent and Trademark Office Serial No.</u>	<u>Date of Application</u>
Action Sports Retailer	712,350	February 22, 1988
Action Sports Retailer Trade Expo	712,349	February 22, 1988

State

<u>Name</u>	<u>State</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Action Sports Retailer	California	061543	May 20, 1980

Other Names

Pacifica Publishing Corporation
Action Sports Retailer
Action Sports Retailer Magazine
Outdoor Retailer
Outdoor Retailer Magazine
Action Sports Retailer Trade Expo
Action Sports Retailer Trade Expo Fall West
Action Sports Retailer Trade Expo Fall East
Action Sports Retailer Trade Expo Spring West
Action Sports Retailer Trade Expo Spring East
Outdoor Retailer Trade Expo
Outdoor Retailer Expo West
Outdoor Retailer Winter Market Expo
Action Sports Retailer Trade Expo Dallas
Action Sports Retailer Expo Miami Beach September
Action Sports Retailer Expo Miami Beach January