

MLL 2/16/99

02-25-1999

Assignments



100972551

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

Tab settings

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

1. Name of conveying party(ies):  
 Miller Harness Company, Inc.

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

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

2. Name and address of receiving party(ies)  
 Name: MHC Acquisition, LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: One Lafayette Place  
 City: Greenwich State: CT ZIP: 06830

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware limited liability company

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 \_\_\_\_\_

Execution Date: February 4, 1999

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

A. Trademark Application No.(s)  
 75/541, 421 for A Circuit  
 75/519, 730 for Everest

B. Trademark Registration No.(s)  
 #1,662,468 for Collegiate  
 #1,745,808 for Corinthian Intl (logo)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Beth J. Felder, Esquire  
 Internal Address: \_\_\_\_\_

02/23/1999 SBURNS 00000102 75541421  
 01 FC:481 Epstein, Becker & Green, P.C.  
 02 FC:482 40.00 IP  
 Street Address: 75 State Street 675.00-02

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41).....\$ 715  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account num: \_\_\_\_\_

02-16-1999  
 U.S. Patent & TMO/TM Mail Rcpt Dt. #64

(Attach duplicate copy of this page if paying by check)

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.

Beth J. Felder, Esquire.  
 Name of Person Signing

Signature

2/12/99  
 Date

Total number of pages including cover sheet, attachments, and document: 10

**Schedule A**

<u>Description</u>	<u>Country</u>	<u>Issue Date</u>	<u>Reg. No.</u>
COLLEGIATE		10/29/91	1,662,468
CORINTHIAN INTL (logo)		1/12/93	1,745,808
CROSBY		3/02/82	1,191,190 ✕
EQUI-FLEECE		6/27/72	936,375
EQUIJEANS		8/31/93	1,790,503
EQUILIBRIUM		12/28/93	1,813,730
EQUISUEDE		4/27/93	1,768,091
FREESTYLE		9/27/88	1,505,914
GOOD HANDS		10/22/91	1,661,801
HEELS DOWN		3/03/92	1,678,113
HUNTERDON		8/13/85	1,354,059 ✕
KORSTEEL		4/19/77	1,063,896 ✕
LANCERS		12/19/95	1,942,976
LOGO OF TWO BOOTS		3/14/78	1,087,381 ✕
MAYCRAFT		3/10/70	887,327
MILLER'S		8/07/90	1,608,811
MILLER'S (Boot Logo)		1/27/70	885,095
MILLER'S COLLEGIATE		4/16/91	1,641,271
MILLER'S HARNESS WEST (logo)		12/21/93	1,812,601
NEO-PRO-TEK		10/21/75	1,023,259
PRIX DES NATIONS		6/27/78	1,094,473 ✕

ROMA		10/08/91	1,659,763
SCHOOLING SWEATS		1/02/90	1,575,119
VALET		10/04/88	1,507,218
A-CIRCUIT		8/24/98	75/541,421-pending
EVEREST		7/16/98	75/519,730-pending
FAHRENHEIT EXTREME		12/08/98	pending
MACINTOSH		12/08/98	pending
COLLEGIATE	Benelux	11/10/89	468,060
COLLEGIATE	Brazil	5/18/93	816464219
COLLEGIATE	Canada	10/18/96	464,109
COLLEGIATE	France	11/06/89	1,558,632
COLLEGIATE	Great Britain	11/02/89	1,403,956
COLLEGIATE	Germany	11/03/89	1,167,497
COLLEGIATE	Italy	5/19/98	749,652
COLLEGIATE	Spain	11/05/96	2,029,148
COLLEGIATE	Switzerland	11/02/89	377172
CROSBY	Benelux	12/13/88	456615
CROSBY	Canada	7/11/86	316139
CROSBY	Germany	5/28/90	1,159,388
CROSBY	Mexico	4/15/93	442302
CROSBY	Switzerland	6/16/89	369,330
CROSBY AND CO. LTD. (logo)	Canada	7/22/83	281,540
EQUI-FLEECE	Canada	1/26/79	231,617

**Trademark Assignment Cover Sheet - Continuation Page**

<u>Description</u>	<u>Country</u>	<u>Issue Date</u>	<u>Reg. No.</u>
CROSBY		3/02/82	1,191,190
EQUI-FLEECE		6/27/72	936,375
EQUIJEANS		8/31/93	1,790,503
EQUILIBRIUM		12/28/93	1,813,730
EQUISUEDE		4/27/93	1,768,091
FREESTYLE		9/27/88	1,505,914
GOOD HANDS		10/22/91	1,661,801
HEELS DOWN		3/03/92	1,678,113
HUNTERDON		8/13/85	1,354,059
KORSTEEL		4/19/77	1,063,896
LANCERS		12/19/95	1,942,976
LOGO OF TWO BOOTS		3/14/78	1,087,381
MAYCRAFT		3/10/70	887,327
MILLER'S		8/07/90	1,608,811
MILLER'S (Boot Logo)		1/27/70	885,095
MILLER'S COLLEGIATE		4/16/91	1,641,271
MILLER'S HARNESS WEST (logo)		12/21/93	1,812,601
NEO-PRO-TEK		10/21/75	1,023,259
PRIX DES NATIONS		6/27/78	1,094,473
ROMA		10/08/91	1,659,763
SCHOOLING SWEATS		1/02/90	1,575,119

VALET	10/04/88	1,507,218
FAHRENHEIT EXTREME	12/08/98	pending
MACINTOSH	12/08/98	pending

EQUI-STRETCH	Canada	12/05/69	166,683
KORSTEEL	Canada	8/25/78	229,900
LANCERS	Canada	11/01/96	465,613
LANCERS	Mexico	11/24/95	510393
MILLER HARNESS	Brazil	9/05/95	816641200
MILLER'S (boot logo)	Australia	12/12/88	B501,285
MILLER'S (boot logo)	Benelux	12/13/88	457644
MILLER'S (boot logo)	Brazil	9/05/95	816641196
MILLER'S (boot logo)	Canada	3/14/80	240,890
MILLER'S (boot logo)	Germany	12/12/88	1146700
MILLER'S (boot logo)	Sweden	5/10/91	223,470
MILLER'S (boot logo)	Switzerland	12/12/88	369,234
PRIX DES NATIONS	Canada	8/04/78	229,500
ROMA	Benelux	12/04/90	485556
ROMA	Canada	9/17/93	416,883
ROMA	France	11/30/90	1,630,567
SCHOOLING SWEATS	Canada	2/01/91	379,193
SPORTIFIC	Benelux	3/16/89	462,319
SPORTIFIC	Canada	6/15/90	369,520
SPORTIFIC	Germany	3/04/89	1,154,748
SPORTIFIC	Sweden	2/01/91	220,748
SPORTIFIC	Switzerland	8/04/89	370,637
CROSBY	CTM	5/01/98	000809848-pending

MILLER HARNESS	Brazil	4/06/93	817201572-pending
MILLER'S (boot logo)	Brazil	4/06/93	817201564-pending

**Schedule B**

<u>Description</u>	<u>Issue Date</u>	<u>Patent No.</u>
Fabric for Recreational Clothing	9/24/91	5,050,406
Fabric for Recreational Clothing	6/09/92	5,119,644
Glove	3/17/92	D324,606
Sports Shoe	4/14/92	D325,287
Training Reins	9/22/92	5,148,656
Stirrup with a Moveable Foot Plate	10/08/97	U.S./947,181-pending
Sports Shoe	Great Britain	GB/2007716



**TRADEMARK AND PATENT ASSIGNMENT**

WHEREAS, Miller Harness Company, Inc., a Delaware corporation having a place of business at 235 Murray Hill Parkway, East Rutherford, New Jersey ("Assignor"), has adopted and used the trademarks listed on Schedule A attached hereto, which includes common law trademarks, pending applications for federal and foreign registration and federal, state and foreign registered trademarks (the "Marks") and the patents listed on Schedule B attached hereto, which includes pending applications for and issued letter patents in the United States and abroad (the "Patents"); and

WHEREAS, MHC Acquisition, L.L.C., a Delaware limited liability company having a place of business at One Lafayette Place, Greenwich, Connecticut ("Assignee"), is desirous of acquiring the Marks and the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, transfer, convey and set over unto Assignee its entire right, title and interest in and to the Marks and the Patents, as the same may be amended from time to time, including, without limitation, all goodwill of the Assignor or its business, products and services appurtenant to, associated with or symbolized by the Marks, the Patents and/or the use thereof; the right (but not the obligation) to sue and recover for past, present and future infringements of the Marks and the Patents; the right to prosecute applications for trademarks and patents; all rights (but not obligations) corresponding to the Marks and Patents throughout the world; all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Marks and the Patents; all rights and interests pursuant to licensing or other agreements in favor of the Assignor pertaining to patent applications, patents, trademark applications and trademarks now or in the future owned or used by third parties; and all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

IN WITNESS WHEREOF, the undersigned has executed this Trademark and Patent Assignment as of the 4<sup>th</sup> day of February, 1999.

MILLER HARNESS COMPANY, INC.

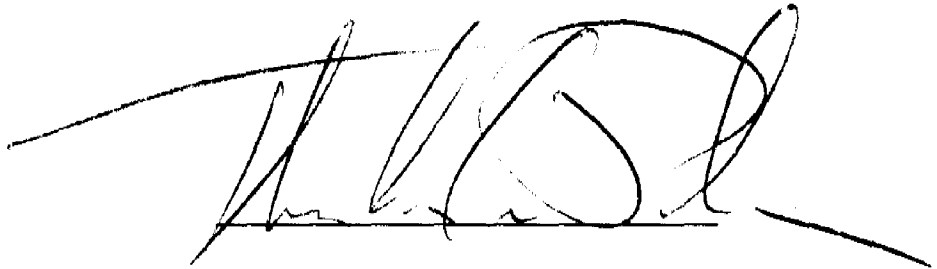
By: Gary S Full  
Title: CFO

STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On this 17<sup>th</sup> day of February, 1999, before me personally came Gary Stull, to me known, who, being by me duly sworn, did depose and say that he resides at New York, New York; that he is the CFO of Miller HARRIS Company the limited liability company described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.



Notary Public

**THEODORE A. PALMER**  
Notary Public, State of New York  
No. 31-4684052  
Qualified in New York County  
Commission Expires December 31, 2000