

03-29-1999



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

100995731

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

1. Name of conveying party(ies):

HYDE ATHLETIC INDUSTRIES, INC. and  
BROOKFIELD ATHLETIC SHOE CO., INC.☐ Individual(s) ☐ Association☐ General Partnership ☐ Limited Partnership☒ Corporation-☐ Other \_\_\_\_\_Additional name(s) of conveying  
party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger☐ Security Agreement ☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: May 5, 1990

2. Name and address of receiving party(ies)

Name: Leif J. Ostberg, Inc.

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

Street Address: 401 Hamburg TurnpikeCity: Wayne State: New Jersey Zip: 07470☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☒ Corporation \_\_\_\_\_☐ 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,251,718; 1,236,457; 1,236,458;  
1,288,478; 1,282,557; 664,453; 714,774; 429,057Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence concerning document  
should be mailed:Name: Ned W. Branthover, Esq.Morgan & FinneganAddress: 345 Park AvenueCity: New York State: NY Zip: 101546. Total number of applications and registrations involved: 87. Total fee (37 CFR 3.41): \$ 215☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: 13-4500☒ Authorization to charge additional fees

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.

Ned W. Branthover  
Name of Person Signing

Signature

March 16, 1999  
DateTotal number of pages comprising cover sheet: 1

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

03/25/1999 DMSUYEN 00000308 134500 1251718

01 FC:481

02 FC:482

40.00 CH

175.00 CH

Do not detach this portion

Main 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 gather 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.

TRADEMARK  
REEL: 1874 FRAME: 0696

**Schedule of Registered Trademarks**

<b><u>Trademark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Date of Registration</u></b>
PF FLYERS	1,251,718	9/20/83
PF	1,236,457	5/3/83
PF (Design)	1,236,458	5/3/83
AIRFOIL (Design)	1,288,478	7/31/83
POSTURE FOUNDATION	1,282,557	6/19/87
"P-F" FLYERS	664,453	7/15/58
PF (Design)	714,774	5/2/61
PF	429,057	4/15/47

## MASTER ASSIGNMENT OF TRADEMARKS

This Master Assignment made this 5<sup>th</sup> day of May, 1990 (this "Agreement") by and among Hyde Athletic Industries, Inc. (hereinafter "Hyde"), a Massachusetts corporation, and Brookfield Athletic Shoe Co., Inc. (hereinafter "Brookfield Co.") with both companies having their principal place of business at Centennial Industrial Park, Peabody, Massachusetts 01961 (hereinafter collectively "Sellers") and Leif J. Ostberg, Inc., a New Jersey corporation, having a principal place of business at 401 Hamburg Turnpike, Wayne, New Jersey 07470 ("Purchaser").

WHEREAS, pursuant to the Purchase Agreement dated April 5, 1990 between Sellers and Purchaser ("Purchase Agreement"), Sellers agreed to transfer to Purchaser, inter alia, their ownership of all domestic and foreign registered and unregistered trademarks and trademark applications for the marks "PF", "PF FLYERS", "POSTURE FOUNDATION and/or Air Foil Design, as set forth in the attached Schedule 1 (which is the same as Schedule A to the Purchase Agreement) as well as all the goodwill associated with said trademarks and/or trade names which are owned directly or indirectly by Sellers together with all rights to any and all characters, slogans, musical jingles, logos, contests, give aways, and advertisements that have been used in connection with products

advertised or sold in connection with the marks set forth in Schedule 1 including but not limited to the characters Johnny Quest and Swifty Flyer and the Decoder Ring (hereinafter collectively referred to as the "Trademark Rights").

NOW, THEREFORE, in consideration of the promises and mutual agreements, covenants and provisions contained in the Purchase Agreement and this Agreement, the parties hereto agree as follows:

1. Assignment of Trademarks

Sellers hereby sell, assign and transfer to Purchaser all right, title and interest in and to the Trademark Rights including the trademark registrations and applications together with the goodwill associated with or symbolized by the trademarks, and all causes of action, past, present and future, with respect to the aforesaid trademark registrations and applications and unregistered trademarks, and the right to recover all associated damages and profits.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, each by its officers hereunto duly authorized, all as of the day and year first written above.


LEIF J. OSTBERG, INC.  
(Purchaser)

By: 

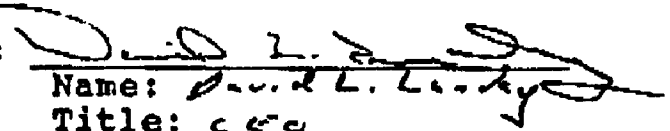
Name: LEIF OSTBERG  
Title: PRESIDENT

continued...

HYDE ATHLETIC SHOE  
COMPANY, INC.  
(Seller)

By:   
Name: LEONARD R. FISHER  
Title: CHAIRMAN AND CEO.

BROOKFIELD ATHLETIC  
SHOE CO., INC.  
(Seller)

By:   
Name: DAVID L. LINSKY  
Title: CEO