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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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 _____

03-19-1999
 U.S. Patent & TMOfo/TM Mail Rpt Dt. #22

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

2. Name and address of receiving party(ies)

Name: Leif J. Ostberg, Inc.
 Internal Address: _____
 Street Address: 401 Hamburg Turnpike
 City: Wayne State: New Jersey Zip: 07470

Individual(s) citizenship _____
 Association _____
 Partnership _____
 Limited Partnership _____
 Corporation _____
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 5, 1990

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) 1251718

B. Trademark Registration No.(s) 1,251,718; 1,236,457; 1,236,458; 1,288,478; 1,282,557; 664,453; 714,774; 429,057

Additional numbers attached? Yes No

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

Name: Ned W. Branthover, Esq.
Morgan & Finnegan
 Address: 345 Park Avenue
 City: New York State: NY Zip: 10154

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 13-4500
 Authorization to charge additional fees

03/29/1999 JSHABAZZ 00000232 134500 1251718
 01 FC:401 40.00 CH
 02 FC:402 175.00 CH

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

Ned W. Branthover
 Signature

March 16, 1999
 Date

Total number of pages comprising cover sheet: 1

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

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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 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: 1875 FRAME: 0972

MASTER ASSIGNMENT OF TRADEMARKS

This Master Assignment made this 5th 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: 

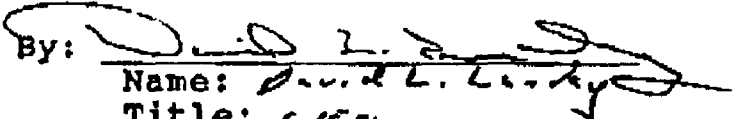
Name: LEIF OSTBERG
Title: PRESIDENT

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

Schedule of Registrations

Trademark	Reg. No.	Date of Registration
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