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Patent and Trademark Office



101004895

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

3-30-99

<p>1. Name of conveying party(ies):</p> <p><b>City Sports, Inc.</b> 35 Concord Street North Reading, MA 01864</p> <p><input type="checkbox"/> Individual                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership           <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporate-State - Massachusetts  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies):</p> <p>Name: <b>The CIT Group/Credit Finance, Inc.</b></p> <p>Internal Address: <b>21<sup>st</sup> Floor</b></p> <p>Street Address: <b>1211 Avenue of the Americas</b></p> <p>City: <b>New York</b> State: <b>NY</b> ZIP: <b>10036</b></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporate-State _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative Designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from Assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement           <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: _____</p>			
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)    74-611,143              74-635,892</p>		<p>B. Trademark registration No.(s) 2,181,673              1,562,798</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>Andrea H. Levenson, Paralegal</b>          Internal Address: <b>STRADLEY RONON STEVENS &amp; YOUNG, LLP</b></p> <p>Street Address: <b>2600 ONE COMMERCE SQUARE</b></p> <p>City: <b>PHILADELPHIA</b>            State: <b>PA</b>            ZIP: <b>19103</b></p>		<p>6. Total number of applications and registrations involved: ..... <b>4</b></p> <p>7. Total fee (37 CFR 3.41):..... <b>\$115.00</b></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <b>NOT APPLICABLE</b>          (Attach duplicate copy of this page if paying by deposit account)</p>	

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01 FC:481 40.00 (P)  
02 FC:482 75.00 (P)

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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.

Andrea H. Levenson  
Person Signing

*Andrea H. Levenson*  
Signature

3/27/99  
Date

Total number of pages comprising cover sheet: **1**

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

**Do not detach this portion**

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 gathering 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 Doc. #183037 v.01

**REEL: 1878 FRAME: 0609**

SCHEDULE I-A

U.S. Registered Trademarks

Mark	Registration #	Effective Date	Expiration Date
City Sports	2,181,673	08/18/98	08/18/08
City Sports	1,562,798	10/24/89	10/24/09

U.S. Applications

Mark	Serial No.	App. Date	Comment
Urban Athlete	74-611,143	12/14/94	Pending
Urban Athletic Company	74-635,892	02/17/95	Pending

Foreign Registered Trademarks

Mark	Registration #	Effective Date	Expiration Date
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NONE

State Registered Trademarks

Mark	State	Registration #	Effective Date	Expiration Date
City Sports	MA	54303	08/03/97	08/03/07

SCHEDULE 1-B

Common Law Trademarks

<u>Trademark</u>	<u>Date of First Use</u>	<u>Comment</u>
	NONE	

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
	NONE	

Security Agreement

Trademarks

WHEREAS, CITY SPORTS, INC., a Massachusetts corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed in Schedule 1-A attached hereto and made a part hereof, which trademarks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks and trade names listed in Schedule 1-B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Assignor is obligated to THE CIT GROUP/CREDIT FINANCE, INC., a Delaware corporation (herein referred to as "Assignee"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest to Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

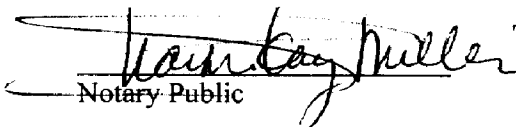
IN WITNESS WHEREOF, Assignor has caused this Security Agreement to be duly executed by its duly authorized officer this 16<sup>th</sup> day of March, 1999.

CITY SPORTS, INC.

By:   
Name: Michael R. Kennedy.  
Title: Chief Executive Officer

STATE OF NEW YORK )  
  )ss.:  
COUNTY OF NEW YORK )

On this 16<sup>th</sup> day of March, 1999, before me personally came Michael R. Kennedy, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of City Sports, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
Notary Public

**SHARON KAY MILLER**  
Notary Public, State of New York  
No. 41-4922738  
Qualified in Queens County  
Commission Expires April 4, 2000

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, that CITY SPORTS, INC., having an office at 35 Concord Street, North Reading, Massachusetts, 01864 (hereinafter "**Borrower**"), hereby appoints and constitutes THE CIT GROUP/CREDIT FINANCE, INC. ("**Lender**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:


1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Borrower in and to any trademarks or patents and all registrations, recordings, reissues, continuations, continuations-in-part, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole discretion, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.

This Power of Attorney is made pursuant and subject to a Trademark and Patent Security Agreement between Borrower and Lender of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all Borrower's "**Obligations**", as such term is defined in the Security Agreement.

Dated: March 18, 1999

CITY SPORTS, INC.

By:   
Michael R. Kennedy, Chief Executive Officer

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NEW YORK )

On this 16<sup>th</sup> day of March, 1999, before me personally came Michael R. Kennedy, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of City Sports, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
Notary Public

SHARON KAY MILLER  
Notary Public, State of New York  
No. 41-4922738  
Qualified in Queens County  
Commission Expires April 4, 2000

Doc. #173388 v.02