

Form PTO-1594

RECORDATION FORM COVER SHEET

(Rev 6-93)

5-10-99

TRADEMARKS ONLY



101036249

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

1. Name of conveying party(ies):

BankAmerica Business Credit, Inc.  
40 East 52nd Street  
New York, NY

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other: Bank
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

Execution Date: January 28, 1999

2. Name and address of receiving party(ies):

Name: UMBRO TRADEMARK, INC.

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

Street Address: 913 North Market Street

City: Wilmington State: DE ZIP: 19801

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)

See attached Schedule

B. Trademark No.(s)

See attached Schedule

Additional numbers attached  Yes  No

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

Name: Howard L. Rosenberg

Internal Address: Mayer, Brown & Platt

Street Address: 190 South LaSalle Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved: 29

7. Total fee (37 CFR 3.41): \$740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/12/1999  
01 FC:481  
02 FC:482

SHABAZZ 00000165 1399665

40.00 OP  
700.00 OP

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.

Howard L. Rosenberg  
Name of Person Signing

May 3, 1999  
Date

Total number of pages comprising cover sheet and document attachments: 10

SCHEDULE A

COUNTRY	TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER	REGISTRATION DATE	APPLICATION DATE
USA	DOUBLE DIAMOND	1,399,665		7/1/86	
USA	DOUBLE DIAMOND	1,091,160		5/9/78	
USA	UMBRO BENEATH DOUBLE DIAMOND	1,564,689		11/789	
USA	UMBRO BENEATH DOUBLE DIAMOND	1,609,087		8/790	
USA	UMBRO	1,359,276		9/10/85	
USA	HALF DOUBLE DIAMOND		74-400,261		6/11/93
USA	SAND SOCCER	1,591,012		4/10/90	
USA	SAND SOCCER	1,772,469		5/18/93	
USA	SAND SOCCER	1,702,506		7/21/92	
USA	SAND SOCCER		74/558516		8/8/94
USA	USA '94	1,877,667		2/7/95	
USA	SOCCER FLEECE	1,371,962		11/19/85	
USA	BEACH SOCCER	1,652,475		7/30/91	
USA	BEACH SOCCER		74-558,446		8/8/94
USA	MINI INDOOR	1,618,209		10/16/90	
USA	WISHBONE		74-190,631		8/1/91
USA	LIVE THE GAME	1,876,008		1/24/95	
USA	DOUBLE DIAMOND AND FLAG	1,799,458		10/19/93	
USA	HALF DOUBLE DIAMOND	1,898,346		6/6/95	
USA	DIAMOND TAPE		74-449,330		10/21/93
USA	53 3V3		74-545,461		7/5/94
USA	53 3V3		74-545,462		7/5/94
USA	SOCCER SKINS		74-546,102		7/6/94
USA	SOCCER SKINS		74-546,103		7/6/94
USA	INTERNATIONAL SAND SOCCER FEDERATION	1,768,320		4/27/93	
USA	THE SOCCER COMPANY	1,754,695		2/23/93	
USA	IT'S A PLAYER'S GAME		74-571,629		9/9/94
USA	MEXICANA FEDERATION DE FUTBOL ASOC	1,869,696			

COUNT	TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER	REGISTRATION DATE	APPLICATION DATE
USA	MEXICANA FEDERACION DE FUTBOL ASOC		74-446,068		

**RELEASE OF SECURITY INTEREST**

This Release of Security Interest (this "Release"), dated as of April 23, 1999 is entered into by and between BankAmerica Business Credit, Inc., a Delaware corporation, with an office at 40 East 52<sup>nd</sup> Street, New York, New York ("Assignor"), and Umbro Trademark, Inc., a Delaware corporation with its principal place of business at 913 North Market Street, Wilmington, Delaware 19801 ("Assignee").

**WITNESSETH**

**WHEREAS**, Umbro International, Inc., an affiliate of Assignee ("Umbro International"), entered into a certain Loan and Security Agreement dated as of April 9, 1997 with certain financial institutions as described in the Loan and Security Agreement (the "Lenders"), as amended pursuant to that Amendment No. 1 to U.S. Loan and Security Agreement dated as of September 30, 1997, that certain Amendment No. 2 to U.S. Loan and Security Agreement dated November 14, 1997, that certain Amendment No. 3 to U.S. Loan and Security Agreement dated February 5, 1998, that certain Amendment No. 4 to U.S. Loan and Security Agreement dated March 9, 1998, that certain Amendment No. 5 to U.S. Loan and Security Agreement dated April 8, 1998, that certain Amendment No. 6 to U.S. Loan and Security Agreement dated July 29, 1998, that certain Amendment No. 7 to U.S. Loan and Security Agreement dated September 30, 1998 that certain Amendment No. 8 to U.S. Loan and Security Agreement dated February 28, 1999 (and as further amended, restated, supplemented or otherwise modified from time to time in accordance with these terms, the "Credit Agreement");

**WHEREAS**, Assignee is a party to a Trademarks, Copyrights and Patents Collateral Assignment, Security Agreement and Mortgage, dated April 9, 1997 in favor of Assignor, as security trustee for the benefit of the Lenders (the "Assignment");

**WHEREAS**, the obligations of Umbro International under the Credit Agreement have been fulfilled; and

**WHEREAS**, Assignor desires to release its security interest in the Trademarks, Copyrights and Patents (as those terms are defined in the Assignment) and any licenses thereof acquired from Assignee under the Assignment.

**NOW, THEREFORE** and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

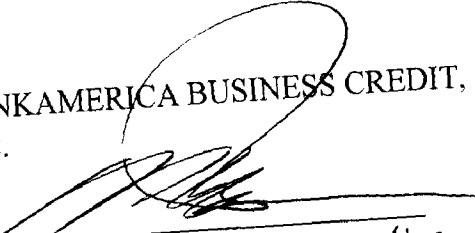
1. Assignor hereby grants, assigns and conveys to Assignee, without representation, warranty or recourse, all of Assignor's right, title and interest in and to all Trademarks which may have been acquired from Assignee pursuant to the Assignment, including, without limitation, the trademark applications and

trademarks listed in Schedule A attached hereto, all proceeds of infringement suits thereof, the right to sue for past, present and future infringement thereof and all rights corresponding thereto and in and to the goodwill and assets of the business to which each of the Trademarks relate (the "Associated Goodwill").

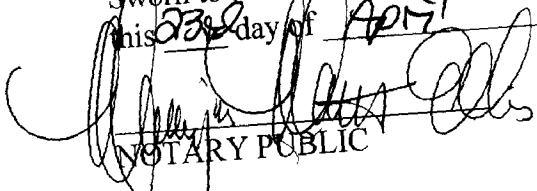
2. Assignor hereby grants, assigns and conveys to Assignee, without representation, warranty or recourse, all of Assignor's right, title and interest in and to all Patents which may have been acquired from Assignee pursuant to the Assignment, including, without limitation, the Patents listed in Schedule B attached hereto.
3. Assignor hereby grants, assigns, and conveys to Assignee, without representation, warranty or recourse, all of Assignor's right, title and interest in and to all Copyrights which may have been acquired from Assignee pursuant to the Assignment.
4. Assignor hereby grants, assigns, and conveys to Assignee, without representation, warranty or recourse, all of Assignor's right, title and interest in and to all licenses of Trademarks, Patents and Copyrights which may have been acquired from Assignee pursuant to the Assignment.
5. Assignor shall execute and deliver to Assignee concurrently with Assignor's execution of this Release, and from time to time hereafter at the expense of Assignee, all assignments, powers of attorney, and all documents that Assignee may reasonably request to release Assignor's interest in the Trademarks, the Associated Goodwill, the Patents and the Copyrights and in order to consummate fully all of the transactions contemplated under this Release.
6. Assignor unconditionally and irrevocably terminates the Assignment and all related assignments and documents (including the special powers of attorney related thereto) and confirms that these documents shall be of no further force or effect.
7. Assignor releases and discharges the liens on the Trademarks, Patents and Copyrights created pursuant to the Assignment.
8. This Release shall bind and inure to the benefit of the respective successors and assigns that the Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has hereunder set its hand and seal as of the date set forth above.

BANKAMERICA BUSINESS CREDIT,  
INC.

By:   
Title: Senior Acct. Executive

Sworn to and subscribed before me  
this 23<sup>rd</sup> day of April, 1999.

  
NOTARY PUBLIC

(NOTARY SEAL)

My Commission Expires:

Oct 31, 1999

**W. J. MAXIN ELLIS**  
Notary Public, State of New York  
No. 01EL 4779256  
Qualified in Bronx County  
Commission Expires Oct 31, 1999