

08-20-1999



HEET

101122057

TO: The Commissioner of Patents and Trademarks. Please record this document(s) or copy(ies).

Submission Type

New
 Resubmission
(Non-Recordation)

8-18-99

Conveyance Type

Assignment
 Security Agreement
 License
 Nunc Pro Tunc
Assignment

Document ID#

Effective Date
Month Day Year

Correction of PTO Error

Merger

07/29/99

Reel # Frame #

Corrective Document

Change of Name

Reel # Frame #

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

07/29/99

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship /State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)
 Corporation Association
 Other

Citizenship/State of Incorporation/Organization

08/20/1999 MTHAI1 00000053 75644500

FOR OFFICE USE ONLY

1415E

01 FC:481 40.00 DP
02 FC:482 1375.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded and required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone
Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/644,500"/>	<input type="text" value="75/564,237"/>	<input type="text" value="75/557,182"/>	<input type="text" value="1,175,308"/>	<input type="text" value="1,210,630"/>	<input type="text" value="1,478,788"/>
<input type="text" value="75/543,995"/>	<input type="text" value="75/543,544"/>	<input type="text" value="75/429,097"/>	<input type="text" value="1,508,324"/>	<input type="text" value="1,614,937"/>	<input type="text" value="1,745,879"/>
<input type="text" value="75/424,643"/>	<input type="text" value="75/404,480"/>	<input type="text" value="75/395,064"/>	<input type="text" value="1,751,356"/>	<input type="text" value="1,780,399"/>	<input type="text" value="1,789,472"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Joseph R. Dreitler Joseph R. Dreitler 8-9-99
 Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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Month Day Year

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Registration Number(s)

<input type="text" value="75/333,931"/>	<input type="text" value="75,329,287"/>	<input type="text" value="75/352,206"/>	<input type="text"/>	<input type="text" value="1,793,726"/>	<input type="text" value="1,822,845"/>
<input type="text" value="75/294,584"/>	<input type="text" value="75/177,602"/>	<input type="text" value="75/177,601"/>	<input type="text" value="1,848,629"/>	<input type="text" value="1,855,236"/>	<input type="text" value="1,880,671"/>
<input type="text" value="74/468,405"/>	<input type="text" value="74/428,320"/>	<input type="text" value="74/374,974"/>	<input type="text" value="1,883,003"/>	<input type="text" value="1,890,571"/>	<input type="text" value="1,893,624"/>
<input type="text" value="74/374,973"/>	<input type="text" value="74/374,970"/>	<input type="text" value="74/374,969"/>	<input type="text" value="1,893,625"/>	<input type="text" value="1,893,659"/>	<input type="text" value="1,896,998"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,897,570"/>	<input type="text" value="1,898,402"/>	<input type="text" value="1,906,920"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,923,744"/>	<input type="text" value="1,951,858"/>	<input type="text" value="2,041,401"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,046,182"/>	<input type="text" value="2,070,084"/>	<input type="text" value="2,105,473"/>

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Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,134,015"/>	<input type="text" value="2,179,091"/>	<input type="text" value="2,200,628"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,209,298"/>	<input type="text" value="2,211,889"/>	<input type="text" value="2,247,531"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made effective this 29th day of July, 1999 by Starter Corporation, a Delaware corporation ("Assignor") to Official Starter LLC, a Delaware limited liability company ("Assignee"), as required by the Asset Purchase Agreement entered between Assignors and Assignee and Value City Department Stores, Inc., an Ohio corporation, on July 14, 1999 ("Asset Purchase Agreement"). Capitalized terms used and not defined herein have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, Assignor, having ongoing and existing businesses, has adopted and is currently using or own certain marks, and have agreed to assign to Assignee all of Assignor's right, title, and interest in and to all their domestic and foreign registered or unregistered trademarks, trade names, service marks, trade dress, trade styles, logos, domain names, pending applications for any of the foregoing, including, without limitation, intent to use applications and assumed names, included in the Trademarks or Intellectual Property Rights including, but not limited to those which are identified and set forth on Schedule A annexed hereto (collectively, "Marks") and the goodwill of the business of Assignor associated with the Marks.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND AND IN CONSIDERATION for one dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee, the Assignor's entire right, title and interest in and to the Marks, along with the goodwill of Assignor's business in connection with which the Marks are used, free and clear of any Encumbrance, and assign to and authorize Assignee to file or prosecute in its name, applications, in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Marks may be registered, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, sale, and transfer not been made, together with income, royalties, damages, or payments due on the date hereof or thereafter, including, without limitation, all claims for damages or payments by reason or infringement or unauthorized use of the Marks, with the right to sue and collect same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representations.

Assignee, in acquiring the Marks and, in particular, the intent to use applications, is doing so intending to be the successor to that portion or the businesses of the respective Assignors to which the Marks pertain including, without limitation, the goodwill of the business associated therewith.

Assignor hereby covenants that it has the full right to convey the entire interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith, and it further covenants and agrees that it shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, samples,

exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering any of the Marks; (ii) in the prosecution or defense of any opposition, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any fact relating to the Marks assigned herein and this Assignment; (iii) in obtaining additional trademark protection with respect to the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; (iv) in the implementation or perfection of this Assignment; (v) in the recordation of this Assignment with the United States Patent and Trademark Office and any governmental/recording office of any country or countries foreign to the United States in which assignments of trademarks are recorded; and (vi) in securing the transfer of any domain names assigned thereto.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue future trademark registrations, to issue to said Assignee the entire right, title and interest in any and all registrations, in accordance with the terms of this Assignment.

This Assignment shall be governed by and construed in accordance with the substantive law and rules of construction that are applied to the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.

STARTER CORPORATION
By: [Signature]
Title: SENIOR VICE PRESIDENT
Date: JULY 29, 1999

STATE OF New York)
) SS:
COUNTY OF New York)

On this 29th day of July, 1999, before me personally came John C. Warfel, to me known who, being duly sworn, did depose and say that he resides in the State of Connecticut; and that he signed his name thereto.

[Signature]
Notary Public
JOHN TURITZIN
Notary Public, State of New York
No. 4852762
Qualified in Westchester County
Commission Expires 1/21/2000

Schedule "A"
STARTER CORPORATION (A DELAWARE CORP.)

<u>Int'l Class</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
25	STARTER	1,175,308	10/27/81
25	LETTER S and Design	1,210,630	09/28/82
5	STARTER S and Design	1,478,788	03/01/88
25	STARTER	1,508,324	10/11/88
25	S and Design	1,614,937	09/25/90
25	STARTER THE SYMBOL OF AMERICAN SPORTS and Design	1,745,879	01/12/93
25	STARTER IT STARTS WITH THE RIGHT ATTITUDE and Des.	1,751,356	02/29/93
25	LOOK FOR THE STAR	1,780,399	07/06/93
25	BULLPEN	1,789,472	08/24/93
25	STARTER LOOK FOR THE STAR and Design	1,793,726	09/21/93
25	IT STARTS WITH THE RIGHT ATTITUDE	1,822,845	02/22/94
25	E EASTPORT and Design	1,848,629	08/09/94
25	STARTER SPORT	1,855,236	09/20/94
25	IT'S UP TO YOU	1,880,671	02/28/95
25	FLIPSIDE and Design	1,883,003	03/07/95
25	"FLIPSIDE"	1,890,571	04/18/95
18	Star Design	1,893,624	05/09/95
18	S STARTER KIDS and Design	1,893,625	05/09/95
25	STARFIT and Design	1,893,659	05/09/95
25	STARTER	1,896,998	05/30/95
25	RUGGED TERRAIN	1,897,570	06/06/95
25	Shirt Design	1,898,402	06/06/95
25	Hat Design	1,906,920	07/18/95
25	TRI POWER	1,923,744	10/03/95
25	FIRST PICK	1,951,858	01/23/96
18	STARTER	2,041,401	02/25/97

<u>Int'l Class</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
25	RUGGED TERRAIN	2,046,182	03/18/97
14	S STARTER and Design	2,070,084	06/10/97
28	S STARTER and Design	2,105,473	10/14/97
16	S STARTER and Design	2,134,015	02/03/98
16	S STARTER and Design	2,179,091	08/04/98
25	S STARTER and Design	2,200,628	10/27/98
35	S STARTER and Design	2,209,298	12/08/98
25	TEK/370	2,211,889	12/15/98
25	S STARTER and Design	2,247,531	05/25/99

Pending Applications

<u>Int'l Class</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	
25	S STARTER and Design	75/644,500	02/22/99	
25	CHERRY GROVE COUNTY CLOTHING COMPANY and Des.	75//564,237	10/02/98	
9	STARTER	75/557,182	09/21/98	
25	2 THOUSAND (Stylized)	75/543,995	08/31/98	
25	2000 (Stylized)	75/543,544	08/27/98	
29/30/32	S STARTER and Design	75/429,097	02/05/98	Pub. 11/10/98; NOA 2/2/99
25	LOST TERRITORY	75/424,643	01/28/98	Pub. 11/24/98; NOA 2/16/99
24	S STARTER and Design	75/404,480	12/12/97	Pub. 12/22/98; NOA 3/16/99
25	S1 and Design	75/395,064	11/24/97	Pub. 12/1/98; NOA 2/23/99
25	GAME RECOGNIZES GAME	75/333,931	07/31/97	Pub. 10/20/98; NOA 1/12/99
9	S STARTER and Design	75/329,287	07/23/97	Pub. 7/14/98; NOA 10/6/98
25	PACK TO PACK	75/352,206	09/05/97	Pub. 7/21/98; NOA 3/16/99
25	STARTER OVER BUFFS	75/294,584	05/19/97	Pub. 12/16/97; NOA 3/10/98
25	STARTER BALLGEAR	75/177,602	10/07/96	Pub. 6/3/97; NOA 8/26/97
25	BALLGEAR	75/177,601	10/07/97	Pub. 6/3/97; NOA 8/26/97; SOU Accepted 5/18/99
18	S STARTER and Design	74/468,405	12/10/93	Pub. 10/18/94
25	S STARTER RUGGED TERRAIN and Design	74/428,320	08/23/93	Pub. 3/21/95

Pending Applications

<u>Int'l Class</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	
25	S STARTER and Design	74/374,974	04/1/93	Pub. 12/14/93
25	S and Design	74/374,973	04/01/93	Pub.12/14/93
25	S STARTER KIDS and Des.	74/374,970	04/01/93	Pub. 3/8/94
25	Star Design	74/374,969	04/01/93	Pub. 2/7/95