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08-31-1999

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

08-20-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #40



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and original documents or copy thereof.

8/20/99

1. Name of conveying party(ies):

Sirco International Corp.

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

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

3. Nature of conveyance:

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

Execution Date: August 11, 1999

2. Name and address of receiving party(ies)

Name: Interbrand, L.L.C.

Internal Address:

Street Address: 12 West 37th Street

City: New York State: NY ZIP: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

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 patent number(s):

A. Trademark Application No.(s)

75/413,644

B. Trademark Registration No.(s)

2,245,761	1,880,633
2,085,127	1,942,022
1,875,264	1,943,673

Additional numbers attached?  Yes  No

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

Name: Kim A. Walker

Internal Address: Willkie Farr & Gallagher

Street Address: 787 Seventh Avenue

City: New York State: NY ZIP: 10019-6099

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-2405

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

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DO NOT USE THIS SPACE

01 FC:441 40.00 CH  
02 FC:442 150.00 CH

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.

Kim A. Walker  
Name of Person Signing

Kim A. Walker  
Signature

8/20/99

Date

Total number of pages including cover sheet, attachments, and document: 4

TRADEMARK ASSIGNMENT

This Assignment is made on the 11th day of August, 1999 between SIRCO INTERNATIONAL CORP., a corporation organized and existing under the laws of the State of New York, and having its principal place of business located at 24 Richmond Hill Avenue, Stamford, CT 06901 (hereinafter "Assignor"), INTERBRAND LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having its principal place of business located at 12 W. 37th Street, New York, NY 10018 (hereinafter "Assignee").

WHEREAS, Assignor owns and has adopted the trademarks identified by the registrations on the Principal Register of the United States Patent and Trademark Office and the common law trademarks listed on Schedule A hereto, including any trade dress formats or designs related thereto or used in conjunction therewith (collectively the "Marks") and wishes to assign all its right, title and interest in and to the Marks to the Assignee; and

WHEREAS, Assignee wishes to take assignment of the Marks:

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all its right, title and interest in and to the Marks, throughout the world, including, but not limited to the registrations (and any extensions thereof listed on Schedule A), and all of the goodwill associated therewith together with the right to recover damages and profits and all other remedies for past infringements thereof.

AND, Assignor agrees to execute and deliver, at the request of Assignee or its successor any and all additional papers, instruments and assignments as the Assignee or its successor may reasonably request in order to vest all of Assignor's right, title and interest in and to the Marks in Assignee and/or to carry out the intent of or which may be necessary to fully effectuate and record this Assignment.

IN WITNESS WHEREOF, the undersigned, an authorized representative of this Assignor, has duly executed this Assignment as of August 11, 1999.

SIRCO INTERNATIONAL CORP.

By: \_\_\_\_\_

*Paul H. Riss*

Name: PAUL H. RISS

Title: CHIEF FINANCIAL OFFICER

0627083.02

STATE OF )  
 )  
COUNTY OF )

On this 11th day of August, 1999, personally appeared  
Paul A. Russ  
CFD to me known and known to me to be a  
of Sirco International Corp., the  
Assignor named above, and acknowledged that executed the  
foregoing Assignment on behalf of said Assignor and pursuant to  
authority duly received.

Constance M. Spagnolo  
Notary Public

CONSTANCE MARIA SPAGNOLO  
Notary Public, State of New York  
No. 03-3774960  
Qualified in Bronx County  
Commission Expires July 31, 2001

Schedule A

<u>Req./ (App.) No.</u>	<u>Trademark</u>	<u>Req./ (Filing) Date</u>
2,245,761	"Cross Trainer"	5/18/99
2,085,127	"Mondo"	8/5/97
(75-413,664)	"Mountain Gear"	(1/15/98)
1,875,264	"Sirco"	1/24/95
1,880,633	Sirco design	2/28/95
1,942,022	"Sirco"	12/19/95
1,943,673	Sirco design	11/14/95

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