

09-24-1999



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RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office TRADEMARKS ONLY 9-17-99

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Umbro Trademark, Inc.

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

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: April 23, 1999

Name and address of receiving party(ies):

Name: Umbro Europe Limited

Internal Address: P.O. Box 33

Street Address: Dallimore Road, Roundthorn Industrial Estate

City: Wythenshawe State: Manchester, England ZIP: M23 9GJ

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other: Company registered in England and Wales

If assignee is not domiciled in the United States, a domestic representative designation is attached: X Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes X No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/470752 75/646818 75/470753 75/646819
74/400261 74/545461 74/545462 75/578643

B. Trademark Registration No.(s)

1399665 1091160 1359276 1591012 1772469
1877667 1371962 2080431 1876008 1799458
1936349 1768320 2071943 2112525 2137243
2172719

Additional numbers attached? Yes X No

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

Name: Deborah Schavey Ruff, Esq.

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41) \$ 615.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

13-0019

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

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.

Deborah Schavey Ruff
Name of Person Signing

Signature

September 17, 1999
Date

Total number of pages comprising cover sheet: 12

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

09/24/1999 DNGUYEN 00000050 75470752

FC:481 40.00 OP
FF:682 575.00 RC

Public burden reporting for this sample 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.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made this 23rd day of April, 1999, by and between Umbro Trademark, Inc., a Delaware corporation ("Assignor"), and Umbro Europe Limited, a company registered in England and Wales ("Assignee");

W I T N E S S E T H:

WHEREAS, the Assignor and Alteramber Limited, an affiliate of Assignee, have entered into a certain Amended and Restated Asset and Share Purchase Agreement dated April 1, 1999 (the "Purchase Agreement") pursuant to which Assignee is to acquire all Intellectual Property and Intellectual Property Rights of Assignor as described in the Purchase Agreement (capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement);

WHEREAS, the Assignor is the owner of the Trade Marks listed on Schedule 1 attached hereto, which forms a part hereof (the "Assigned Trade Marks");

WHEREAS, the Assignor is the owner of the Patents listed on Schedule 2 attached hereto, which forms a part hereof (the "Assigned Patents");

WHEREAS, the Assignor is the owner of the Copyrights listed on Schedule 3 attached hereto, which forms a part hereof (the "Assigned Copyrights");

WHEREAS, the Assignor is the owner of Software, Designs and Proprietary Rights (the "Other Intellectual Property") used in the Assignor's business and otherwise necessary for the ownership and use of the Assigned Trade Marks, Assigned Patents and Assigned Copyrights (collectively, with the Other Intellectual Property, the "Intellectual Property Assets").

NOW, THEREFORE, for and in consideration of the total sum of U.S. Ten and No/100 Dollars (\$10.00), the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Trade Marks. The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to the Assigned Trade Marks, to the full extent of the scope of use therein described, together with the goodwill and all business connected with the use of and symbolized by the Assigned Trade Marks and the right to sue for all past, present and future infringements of the Assigned Trade Marks, in perpetuity (or for the longest period of time otherwise permitted by applicable law).

2. Assignment of Patents. The Assignor does hereby sell, assign, transfer, and convey unto Assignee all right, title and interest whatsoever throughout the world in and to the Assigned Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Patent reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Patent may be granted, together with the right to claim priority in all foreign

countries in accordance with the International Convention; all rights corresponding to the Assigned Patents in foreign countries throughout the world; and the right to sue for all past, present and future infringements of the Assigned Patents.

3. **Assignment of Copyrights.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to the Assigned Copyrights and the right to sue for all past, present and future infringements of the Assigned Copyrights.

4. **Assignment of Other Intellectual Property.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to any and all Other Intellectual Property, to the full extent of the scope of use therein described, together with goodwill and all business connected with the use of and symbolized by the Other Intellectual Property and the right to sue for all past, present and future infringements or misappropriation of the Other Intellectual Property Assets, in perpetuity (or for the longest period of time otherwise permitted by applicable law).

5. **Unlisted Intellectual Property.** If and to the extent that there are any Intellectual Property Rights which are not listed in the Schedules to this Agreement, and the title to which has not been transferred to the Assignee or any Affiliate either pursuant to this Agreement or pursuant to the Purchase Agreement, the Assignor agrees to take all necessary steps to assign (or in relation to Intellectual Property Rights owned by any Affiliate of the Assignor, to procure the assignment of) the same to the Assignee or the Assignee's nominee for no greater aggregate consideration than US \$10.00.

6. **Technical Documentation.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all technical and descriptive materials relating to the Intellectual Property Assets.

7. **Other Contracts.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all passive contracts, agreements, licenses, commitments, arrangements and permissions with respect to the Intellectual Property Assets.

8. **Authorizations.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses and permits to or from, or filings, notices or recordings to or with, states and other jurisdictions outside of the United States, as well as U.S. federal, state, and local governmental authorities with respect to the Intellectual Property Assets, but subject to the procurement and execution of deeds and other instruments of conveyance, transfer or assignment required by federal copyright, patent or trademark laws or the laws of the U.S. states and non-U.S. jurisdictions in which the Intellectual Property Assets are located.

9. **Claims.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever, all claims Assignor may have against any person relating to or arising from the Intellectual Property Assets, including rights to recoveries and chooses in action, contract and other rights to sue for infringement upon the

Intellectual Property Assets and to enforce all other rights relating to the Intellectual Property Assets.

10. **Notice Filings and Recording.** Assignor and Assignee shall execute the U.S. Short Form Assignments set forth as Exhibits A and B attached hereto, each in form and substance as may be required by federal copyright, patent or trademark laws or the laws of the U.S. states in which the Intellectual Property Assets are located.

11. **Further Assurances.** Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Intellectual Property Assets.

12. **Transfer of Documents.** Assignor will deliver to Assignee in a timely and orderly manner all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses, permits, filings, and notices and all contracts, agreements, licenses, technical material, and other documents in the possession of Assignor relating to the Intellectual Property Assets including, but not limited to, trademark certificates of registration or application and patent certificates of issuance and filing. Assignor will use its best efforts to deliver trademark certificates of registration and application, and patent certificates of issuance and filing, at the execution of this Assignment or within 30 Business Days thereafter. Assignor will undertake to assist Assignee in the procurement of all other documents relating to the Intellectual Property Assets in the possession of third parties.

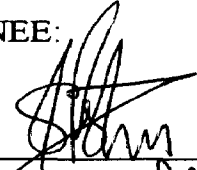
13. **Duration.** This Assignment is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

14. **Conflicts.** To the extent that there is any inconsistency or conflict between the terms and provisions of this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

15. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Delaware, without applying or giving effect to provisions of Delaware law relating to conflicts of law, provided, however, that all matters which are provided for in the Purchase Agreement shall be governed by the provisions of the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has hereunto set its hand as of this
23rd day of April, 1999.

ASSIGNEE:

By  STORM S PRESTON
Its DIRECTOR

ASSIGNOR:

By _____
Its _____

IN WITNESS WHEREOF, Assignor has hereunto set its hand as of this 23rd day of April, 1999.

ASSIGNEE:

By _____
Its _____

ASSIGNOR:

By 
Its
 EVP

State of _____, County of _____, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared _____, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the _____ of Assignor, a _____ corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignor.

Given under my hand and seal this ___ day of _____, 1999.

_____(SEAL)
Notary
My Commission expires:_____

State of New York, County of New York, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared L.J. Ramakers, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the EVP of Assignor, a Delaware corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignor.

Given under my hand and seal this 23rd day of April, 1999.

T. Rose (SEAL)
Notary
My Commission expires:_____

TED ROSE
Notary Public, State of New York
No. 01RO6018999
Qualified in New York County
Commission Expires 02/01/2001

EXHIBIT A

SHORT-FORM U.S. TRADEMARK ASSIGNMENT

(Filed with Form PTO-1618A)

THIS AGREEMENT, entered into on _____, 1999 ("Effective Date") is by and between _____, a _____ corporation with a principal place of business at [address] ("Assignor"), and _____, a _____ with a principal place of business at [address] ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the trademarks specified in Schedule A, attached hereto (the "Trademarks"); and

WHEREAS, Assignee wishes to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to the Trademarks, to the full extent of the scope of use therein described, together with the goodwill and all business connected with the use of and symbolized by the Trademarks and the right to sue for all past, present and future infringements of the Trademarks, in perpetuity (or for the longest period of time otherwise permitted by applicable law).

IN WITNESS WHEREOF, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

ASSIGNOR

By: _____
Title: _____
Date: _____

ASSIGNEE

By: _____
Title: _____
Date: _____

SCHEDULE 3

ASSIGNED COPYRIGHTS

NONE

EXHIBIT B

SHORT-FORM U.S. PATENT ASSIGNMENT

(Filed with Form PTO-____)

THIS AGREEMENT, entered into on _____, 1999 ("Effective Date") is by and between _____, a _____ corporation with a principal place of business at [address] ("Assignor"), and _____, a _____ with a principal place of business at [address] ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the inventions and patents specified in Schedule A, attached hereto (the "Patents"); and

WHEREAS, Assignee wishes to accept such assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

The Assignor does hereby sell, assign, transfer, and convey unto Assignee all right, title and interest whatsoever throughout the world in and to the Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to the Patents in foreign countries throughout the world; and the right to sue for all past, present and future infringements of the Patents, in perpetuity (or for the longest period of time otherwise permitted by applicable law).

IN WITNESS WHEREOF, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

ASSIGNOR

By: _____
Title: _____
Date: _____

ASSIGNEE

By: _____
Title: _____
Date: _____

State of _____, County of _____, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared _____, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the _____ of Assignor, a _____ corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignor.

Given under my hand and seal this __ day of _____, 1999.

_____(SEAL)
Notary
My Commission expires:_____

State of _____, County of _____, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared _____, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the _____ of Assignee, a _____ corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignor.

Given under my hand and seal this __ day of _____, 1999.

_____(SEAL)
Notary
My Commission expires:_____

State of _____, County of _____, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared _____, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the _____ of Assignor, a _____ corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignor.

Given under my hand and seal this __ day of _____, 1999.

_____(SEAL)
Notary
My Commission expires:_____

State of _____, County of _____, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared _____, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the _____ of Assignee, a _____ corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignor.

Given under my hand and seal this __ day of _____, 1999.

_____(SEAL)
Notary
My Commission expires:_____

**SCHEDULE 1
ASSIGNED TRADE MARKS**

FEDERAL/ STATE	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	DOUBLE DIAMOND		75/470,752		4/20/98
USA	DOUBLE DIAMOND		75/646,818		2/23/99
USA	UMBRO	1,359,276		9/10/85	
USA	UMBRO		75/470,753	4/20/98	
USA	UMBRO		75/646,819		2/23/99
USA	SAND SOCCER	1,591,012		4/10/90	
USA	SAND SOCCER	1,772,469		5/18/93	
USA	USA '94	1,877,667		2/7/95	
USA	SOCCER FLEECE	1,371,962		11/19/85	
USA	WISHBONE	2,080,431		07/22/97	
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		74/400,261		6/11/93
USA	DIAMOND TAPE	1,936,349		11/21/95	
USA	3V3		74/545,461		7/5/94
USA	3V3		74/545,462		7/5/94
USA	INTERNATIONAL SAND SOCCER FEDERATION	1,768,320		4/27/93	
USA	UMBRO BEACH SOCCER	2,071,943		6/17/97	
USA	UMBRO BEACH SOCCER	2,112,525		11/11/97	
USA	UMBRO BEACH SOCCER	2,137,243		2/17/98	
USA	SPIN-R-G		75/578,643		8/28/98

State of _____, County of _____, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared _____, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the _____ of Assignor, a _____ corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignor.

Given under my hand and seal this ___ day of _____, 1999.

_____(SEAL)
Notary
My Commission expires: _____

State of _____, County of _____, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared _____, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the _____ of Assignor, a _____ corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignor.

Given under my hand and seal this ___ day of _____, 1999.

_____(SEAL)
Notary
My Commission expires: _____

USA	ONLY SOCCER. SINCE 1924	2,172,719		7/14/98
SC	DOUBLE DIAMOND (Class 18)	N/A		2/22/95
SC	DOUBLE DIAMOND (Class 25)	N/A		2/22/95
SC	DOUBLE DIAMOND (Class 28)	N/A		2/22/95
SC	UMBRO (Class 18)	N/A		2/22/95
SC	UMBRO (Class 25)	N/A		2/22/95
SC	UMBRO (Class 28)	N/A		2/22/95

SCHEDULE 2

ASSIGNED PATENTS

NONE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE

The undersigned, Umbro Europe Limited, a company registered in England and Wales, having its principal place of business at P.O. Box 33, Dallimore Road, Roundthorn Industrial Estate, Wythenshawe, Manchester M23 9GJ, hereby appoints the firm of Mayer, Brown and Platt of 190 South La Salle Street, Chicago, Illinois 60603-3441, as its domestic representative upon whom notice of process and proceedings affecting the trademarks identified in the enclosed Intellectual Property Assignment Agreement may be served.

UMBRO EUROPE LIMITED

By: M. Corbridge
Name: M. CORBRIDGE
Title: DIRECTOR
Date: 16/9/99.

6790005.1 90399 1652C 99540908