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(Rev. 11-93)



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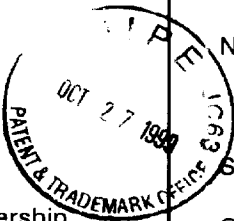
101190427

Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 OUTDOOR AND SPORTS COMPANY LIMITED
 (formerly Ronhill Sports Limited) AND
 OUTDOOR AND SPORTS COMPANY (Holding)
 LIMITED (formerly Peaco Sports Limited)

Check box
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State
 Other - Private Limited Company



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

Name: HAY & ROBERTSON
 INTERNATIONAL
 LICENSING AG

Street Address: Bahnhofstrasse 6

City/State/Zip: CH - 7250, Klosters
 SWITZERLAND

Check box
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other - A Joint Stock Company

3. Nature of conveyance:

Check box
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: June 29, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration Nos.:
 1,073,175 (September 15, 1977)
 1,090,057 (April 25, 1978)

Additional numbers attached? Check box Yes No

If assignee is not domiciled in the United States, a domestic representative designation is attached: Check box Yes No

(Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Check box Yes No

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

Name: Helen Hill Minsker, Esq.
 SMITH, GAMBRELL & RUSSELL, LLP
 The Beveridge, DeGrandi, Weilacher & Young
 Intellectual Property Group

Street Address: 1850 M Street, N.W., Suite 800

City/State/Zip: Washington, D.C. 20036

Attorney Docket No.: 33676H003

6. Total number of applications and registrations involved: Two (2)

7. Total fee (37 CFR 3.41) \$65.00

Check box
 Enclosed
 Authorized to be charged to deposit account
 Please charge any additional fees or credit overpayment to Deposit Account No. 02-4300.

8. Deposit account number: _____

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

10/28/1999 MTHA11 00000221 1073175 DO NOT USE THIS SPACE

01 FC:481 40.00 DP
 02 FC:482 25.00 DP

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.

Helen Hill Minsker, Esq. October 27, 1999
 Name of Person Signing Signature Reg. No. Date

Total number of pages including cover sheet, attachments, and document: Nine (9)

TRADEMARK

App. Docket No.
33676H003

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : Hay & Robertson International Licensing AG
Reg. No. : 1,090,057
Registered : April 24, 1978
Mark : M (& Design)

DESIGNATION OF DOMESTIC REPRESENTATIVE

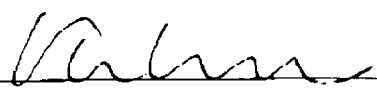
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

Hay & Robertson International Licensing AG, a Joint Stock Company of Switzerland, whose address is Bahnhofstrasse 6, 7250 Klosters, Switzerland, and the registrant in the above-identified trademark registration, hereby designates the firm of SMITH, GAMBRELL & RUSSELL, LLP, The Beveridge, DeGrandi, Weilacher & Young Intellectual Property Group, Suite 800, 1850 M Street, N.W., Washington, D.C. 20036, as its representative upon whom notice or process in proceedings affecting the mark may be served.

HAY & ROBERTSON INTERNATIONAL
LICENSING AG

Date: October 27, 1999

By: 

Name: Dr. Hans Peter Kocher

Title: Member of the Board of Directors

and by: 

Dr. Conrad Weirmann
Member of the Board of Directors

29 June

1999

**World Sports Company Limited
(Ronhill Sports Limited)**

- and -

**World Sports Company (Holding) Limited
(Peaco Sports Limited)**

- and -

World Sports (International Licensing) AG

**Assignment of
Trademarks and Applications
USA**

Henry Hepworth
5 John Street
London
WC1N 2HH

tel: 0171 242 7999
fax: 0171 242 7998

TRADEMARK
REEL: 001982 FRAME: 0821

THIS DEED OF ASSIGNMENT is made the 29th day of June 1999

BETWEEN:

- (1) **OUTDOOR AND SPORTS COMPANY LIMITED** (Company Registration No.988970) formerly known as Ronhill Sports Limited whose registered office is at Dawson Street, Hyde, Cheshire SK14 1RD;
- (2) **OUTDOOR AND SPORTS COMPANY (HOLDING) LIMITED** (Company Registration No. 02573804) formerly known as Peaco Sports Limited whose registered office is at Dawson Street, Hyde, Cheshire SK14 1RD;

(the parties of the first and second parts being jointly and severally referred to as the "Vendors"); and

- (3) **HAY & ROBERTSON (INTERNATIONAL LICENSING) AG** whose registered office is at Bahnhofstrasse 8, CH - 7250, Klosters, Switzerland ("Hay & Robertson").

IT IS AGREED as follows:-

1 Definitions

1.1 The following definitions apply in this Deed:-

"Applications"

Those applications for trade marks short particulars of which are set out in the Schedule and any other applications at the date of this Deed made by or on behalf of the Vendors for registration of the Trade Marks in the Territory in respect of the Goods

"Goods"

Those goods and/or services in respect of which the Applications have been made in the Territory

"Territory"

The world

"Trade Marks"

Those trade marks short particulars of which are set out in the Schedule and any trade marks or service marks registered pursuant to the Applications

1.2 Any reference in this Deed to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Deed and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.

1.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.

1.4 The word 'trademark' means all rights of in respect of trademarks and service marks and all analogous rights subsisting under the laws of each and every jurisdiction throughout the Territory.

2 Assignment

2.1 In consideration of the payment to the Vendors of the sum of £1 the Vendors assign to Hay & Robertson the entire goodwill attaching to the Trade Marks and all other right title and interest of the Vendors in and to the Trade Marks in the Territory and the entire benefit of the Applications and all right title and interest in and to the Applications and in and to all rights powers privileges and immunities in the Territory arising or accrued from the Applications and the benefit of all priority dates attaching to the Applications and the benefit of any use of the marks the subject of the Applications prior to registration together with the accrued right to institute and maintain proceedings for passing off against any person wrongfully using such marks TO HOLD the same for Hay & Robertson its successors and assignees absolutely throughout the Territory to the intent that the grant of any registrations pursuant to the Applications shall be in the name of Hay & Robertson which shall be the sole absolute legal and beneficial

owner of the same.

2.2 To the extent and for so long as Hay & Robertson is unable (having used all reasonable endeavours) to secure the registration in the name of Hay & Robertson of any Trade Marks or Applications by any trade mark registry in which such Trade Marks are registered or such Applications are filed at the date of this Deed the Vendors shall give all reasonable assistance to Hay & Robertson to enable it to secure registration in its name in respect of the Trade Marks and the Applications provided that Hay & Robertson shall indemnify and keep indemnified the Vendors from and against all proper costs and expenses and liabilities approved by Hay & Robertson in writing such approval (not to be unreasonably withheld or delayed) and reasonably and properly incurred by the Vendors for such purpose.

3 Miscellaneous

3.1 Notices given or served pursuant to this Deed shall be sufficiently given or served if they are sent by post to the relevant party at the address set out in this Deed or any address subsequently notified and shall be deemed to have been received 5 days after the date of posting.



3.2 Hay & Robertson shall be entitled to assign or sub-license the whole or any part of its rights in respect of the Trade Marks or the Applications.

3.3 This Deed the Purchase Agreement the Equipment Licence Agreement and the Leisurewear Licence Agreement between the parties of even date contain the full and complete understanding between the parties and supersede all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Deed and may not be varied except by an instrument in writing signed by all of the parties to this Deed. The Vendors and Hay & Robertson acknowledge that no representations or promises which are not expressly contained in this Deed have been made to either party by the other or any of its servants agents employees members or representatives.


3.4 This Deed shall be governed and construed in accordance with the laws of England and Wales whose courts shall be courts of competent jurisdiction.

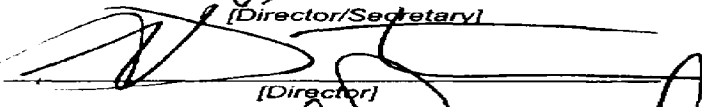
IN WITNESS this Deed of Assignment has been duly executed and unconditionally delivered on the date first above written


The Schedule

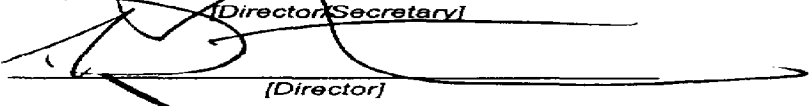
<p> Our Reference: Proprietor: Ronhill Sports Limited Country: USA Class(es): 20 Application No: - Application Date: - Registration No: 1073175 Registration Date: 15.9.77 Status: Registered Next Renewal: 13.9.07 Goods: Sleeping bags </p>	<p>M Device</p> 
<p> Our Reference: Proprietor: Ronhill Sports Limited Country: USA Class(es): 25 Application No: - Application Date: - Registration No: 1090057 Registration Date: 25.4.78 Status: Registered Next Renewal: 25.4.08 Goods: woolen caps, jackets, sweaters, breeches, shirts and boots </p>	<p>M Device</p> 

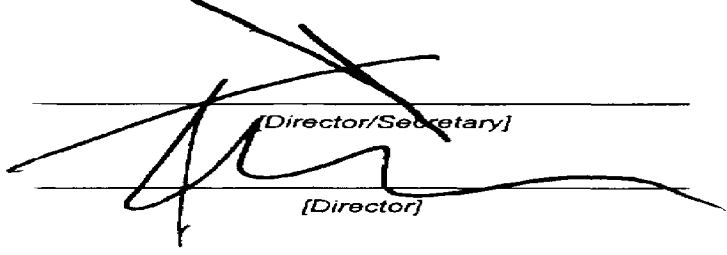
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[Director/Secretary]


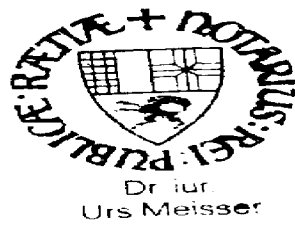
[Director]


[Director/Secretary]


[Director]


[Director/Secretary]

[Director]



18 June 1999

Legalization

The undersigned Notary Public of the Canton of Grisons, Switzerland, hereby certifies that the signatures on the attached assignment are those of

- a) Outdoor and Sports Company Limited (formerly Ronhill Sports Limited), of Dawson Street, Hyde, Cheshire SK14 1RD, England, affixed by Ian Donald Powell, born July 30, 1961 in Billingen, UK, acting in his capacity as Director/Secretary and Andrew Charles Gunn Denton, born June 6, 1963 in Watford, UK, acting in his capacity as Director of the said company, binding legally the said company by their signature on the attached document,
- b) Outdoor and Sports Company (Holding) Limited (formerly Peaco Sports Limited), of Dawson Street, Hyde, Cheshire SK14 1RD, England. affixed by the persons stipulated under a),

and

- b) Hay & Robertson International Licensing AG, Bahnhofstrasse 6, 7250 Klosters, Switzerland, affixed by Lance A. Yates and Dr. Conrad Weinmann, both acting in their capacity as Members of the Board of Directors of the said company with the right to sign jointly, both binding legally the said company by their signatures on the attached document.

Davos, September 8, 1999

Davos, this eighth day of September nineteenninety-nine

Reg.A/1999/No. 212

The Notary Public:



A handwritten signature in black ink, appearing to be 'Urs Meisser', written over a horizontal line.