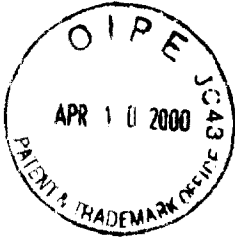


05-03-2000

5



IN THE  
AT



101342526

ATENT  
OFFICE

4-19-09

1. **Name of Conveying Party:** W. R. GRACE & CO.

A. **Corporation** - Connecticut

2 **Name of Receiving Party:** Herman's Inc.  
351 Larkfield Road  
E. Northport, NY 11731

A. **Corporation** - Nevada

3. **Nature of Conveyance:**  
A. Assignment  
B. Execution Date: December 23, 1999

4. **Trademark Registration Numbers for Assignment:**

<u>NUMBER</u>	<u>MARK</u>	<u>ASSIGNED</u>
1,113,119	BUTCHART NICHOLLS	W. R. GRACE & CO.
1,140,016	BUTCHART-NICHOLLS	W. R. GRACE & CO.

5. **Name and Address of Party to Whom Correspondence Concerning Document should be Mailed**

Herman's Inc.  
351 Larkfield Road  
E. Northport, NY 11731

6. **Total Number of Applications and registrations Involved:** two (2)

7. **Total fee Enclosed:** \$40 + \$25 = \$65.00

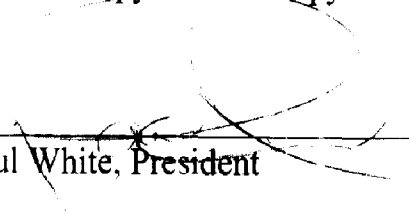
05/02/2000 BCDATES 00000166 1113119

01 FC:461  
02 FC:462

40.00 OP  
25.00 OP

**8. Statement and Signature:**

To the best of my knowledge and belief, the forgoing information is true and correct and any attached copy is a true copy of the original document.

  
\_\_\_\_\_  
Paul White, President

Date: 03/10/00

MRD  
5-77-98

06-03-1998



100726497

SHEET  
1  
ILY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MAY 22 1998

Tab settings <<<>>>

attached original documents or copy thereof.

To the Honorable Commissioner of P:

1. Name of conveying party(ies):

Herman's Sporting Goods, Inc.

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

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

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

Name: Reda Sports, Inc.

Internal Address:

110 Main Street

Street Address: P.O. Box 3609

18049-

City: West Easton State: PA ZIP: 3609

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State PA
- 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

3. Nature of conveyance:

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

Execution Date: December 1, 1997

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

919,928	1,412,350	1,980,193
920,892	1,465,931	
1,166,861	1,835,000	

Additional numbers attached?  Yes  No

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

Name: Sanford J. Pilitch, Esq.

Internal Address:

Street Address: The Atrium - Suite 204

2895 Hamilton Boulevard

City: Allentown State: PA ZIP: 18104

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

06/02/1998 JSHWRAZZ 00000037 919928

01 FC:481 40.00 OP  
02 FC:482 130.00 OP

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.

Sanford J. Pilitch  
Name of Person Signing

05/18/98  
Date

Total number of pages comprising cover sheet: 41

## ASSIGNMENT

This Assignment, having an effective date of the 1st day of December, 1997, by and between **HERMAN'S SPORTING GOODS, INC.**, a Delaware corporation, having a business address at 2 Germak Drive, Carteret, New Jersey 07008, (hereinafter "**ASSIGNOR**") *and* **REDA SPORTS, INC.**, a Pennsylvania corporation, having a principal place of business at 110 Main Street P.O. Box 3609, West Easton, Pennsylvania 18043-3609 (hereinafter "**ASSIGNEE**").

WHEREAS, **ASSIGNOR** adopted and used the trade names and trademarks "**HERMAN'S**"; "**HERMAN'S WORLD OF SPORTING GOODS and Design**"; "**TOTAL SPORTS**"; "**HERMAN'S**"; "**WE ARE SPORTS**"; "**HERMAN'S KIDS CLUB**"; and "**HERMAN'S WINTER FESTIVAL**" (hereinafter referred to as the "Marks") and applied for and received several U.S. Trademark Registrations for the Marks, a Schedule of Trademarks containing a listing of each of said Registrations for the Marks, including a detailed description thereof, is attached hereto and made part hereof as Appendix A; and

WHEREAS, **ASSIGNOR** is a Debtor in Bankruptcy under Chapter 11, Title 11 of the United States Code § 1101, et seq. in the United States Bankruptcy Court for the District of New Jersey captioned In re: Herman's Sporting Goods, Inc., Bankruptcy No.: 96-33538 [WHG], and an Order approving the sale of certain trademark properties of the **ASSIGNOR** to the **ASSIGNEE** has issued from the Bankruptcy Court entitled Approving Private Sale Agreement With Reda Sports, Inc. dated December 11, 1997, a copy of said Order is attached hereto and made part hereof as Exhibit A and

WHEREAS, **ASSIGNEE** is desirous of acquiring and owning said trade names, trademarks and the U.S. Trademark Registrations received therefor, and the good will associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said **ASSIGNOR** does assign and transfer to the said **ASSIGNEE** all right, title, interest and claim in and to said Marks as set forth on the attached Schedule of Trademarks.

together with the good will of the business symbolized by the Marks and associated therewith, and the Registrations for said Marks, and any related legal and/or equitable claims appurtenant thereto, to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and behoof, and for ASSIGNEE's legal representatives and assigns, to the full end of the term or terms for which said Registrations were granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; all without further or additional compensation to the ASSIGNOR..

HERMAN'S SPORTING GOODS, INC.

By: Thomas J. Noonan, Jr.  
Name: THOMAS J. NOONAN, JR.  
Title: RESPONSIBLE PERSON

State of New Jersey )  
County of Somerset ) ss:

Before me, the Subscriber, a Notary Public, for the State of New Jersey, County of Somerset, personally appeared Thomas J. Noonan, Jr., the person who signed this instrument on behalf of Herman's Sporting Goods, Inc., who was authorized to sign this instrument on behalf of said Corporation, and who acknowledged that he/she signed this instrument as a free act and deed.

Witness my hand and notarial seal this 5 day of March, 1998.

Dorothy A. Pietrucha (Seal)  
Notary Public

DOROTHY A. PIETRUCHA  
Notary Public, New Jersey  
My Commission Expires September 27, 1999

**APPENDIX A**

**SCHEDULE OF TRADEMARKS**

1. **U.S. Trademark Registration 919,928**  
**Mark:** HERMAN'S  
**Class:** 035  
**Services:** Retail Sporting Goods Store Services  
**Applicant:** Herman's Sporting Good, Inc.  
**Serial No.:** 72/330,132  
**Filing Date:** 06/16/1969  
**Registration No.:** 919,928  
**Registered:** 09/07/1971  
**Registrant:** Herman's Sporting Good, Inc.
  
2. **U.S. Trademark Registration 920,892**  
**Mark:** HERMAN'S WORLD OF SPORTING GOODS and Design  
**Class:** 035  
**Services:** Retail Sporting Goods Store Services  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 72/330,131  
**Filing Date:** 06/16/1969  
**Registration No.:** 920,892  
**Registered:** 09/21/1971  
**Registrant:** Herman's Sporting Goods, Inc.
  
3. **U.S. Trademark Registration 1,166,861**  
**Mark:** TOTAL SPORTS  
**Class:** 042  
**Services:** Retail Department Store Services  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/248,153  
**Filing Date:** 01/30/1980  
**Registration No.:** 1,166,861  
**Registered:** 08/25/1981  
**Registrant:** Herman's Sporting Goods, Inc.
  
4. **U.S. Trademark Registration 1,412,350**  
**Mark:** HERMAN'S  
**Classes:** 018, 020  
**Goods:** Back Packs; Sleeping Bags  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/369,759  
**Filing Date:** 06/15/1982  
**Registration No.:** 1,412,350  
**Registered:** 10/07/1986  
**Registrant:** Herman's Sporting Goods, Inc.

5. **U.S. Trademark Registration 1,465,931**  
**Mark:** WE ARE SPORTS  
**Class:** 042  
**Services:** Retail Sporting Goods Store Services  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/518,661  
**Filing Date:** 01/22/1985  
**Registration No.:** 1,465,931  
**Registered:**  
**Registrant:**
6. **U.S. Trademark Registration 1,835,000**  
**Mark:** HERMAN'S KIDS CLUB  
**Class:** 042  
**Services:** Retail Clothing Store Services  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 74/367,095  
**Filing Date:** 03/11/1993  
**Registration No.:** 1,835,000  
**Registered:** 05/03/1994  
**Registrant:** Herman's Sporting Goods, Inc.
7. **U.S. Trademark Registration 1,980,193**  
**Mark:** HERMAN'S WINTER FESTIVAL  
**Class:** 041  
**Services:** Conducting entertainment exhibitions in the nature of sports competitions and/or events  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 74/562,356  
**Filing Date:** 08/18/1994  
**Registration No.:** 1,980,193  
**Registered:** 06/11/1996  
**Registrant:** Herman's Sporting Goods, Inc.

**CRUMMY, DEL DEO, DOLAN,  
GRIFFINGER & VECCHIONE**  
A Professional Corporation  
One Riverfront Plaza  
Newark, New Jersey 07102-5497  
(973) 596-4500  
Attorneys for Debtor and  
Debtor-in-Possession  
PD-9779



**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

**In re:**

**HERMAN'S SPORTING GOODS, INC., a  
Delaware corporation,**

**Debtor.**

**Case No. 96-33538 (WHG)**

**Chapter 11**

**Hearing Date: December 1, 1997**

**ORDER APPROVING PRIVATE SALE AGREEMENT  
WITH REDA SPORTS, INC.**

Upon the Application of Herman's Sporting Goods, Inc., Debtor ("Debtor") dated September 19, 1997, for Entry of Consent Order (a) Authorizing Debtor to Enter into Private Sale Agreements for the Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at which Debtor may Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction, and the Application dated October 22, 1997, for Entry of a Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter

#0142278.02  
358329186

**TRADEMARK**

**REEL: 002066 FRAME: 0812**



into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers. (b) Scheduling Auction at Which Debtor May Sell any Tradenames and Trademarks Not Sold by Private Sale Agreement, etc., filed on September 25, 1997 (collectively, the "Motion"); and it appearing that a hearing to approve the Private Sale Agreements having been held on December 1, 1997 ("Hearing"), at which Hearing Reda Sports, Inc. was the highest and best cash bidder for the "Total Sports" tradename and trademark, Registration No. 1,666,861; "We Are Sports" tradename and trademark, Registration No. 1,465,931; "Herman's" tradename and trademark, Registration No. 919,928; "Herman's Kids Club" tradename and trademark, Registration No. 1,835,000; "Herman's World of Sporting Goods & Design" tradename and trademark, Registration No. 208,655; "Herman's World of Sporting Goods" tradename and trademark. (Canada) Registration No. 208,655; and all tradenames and trademarks, not otherwise sold at the hearing conducted on December 1, 1997, a list of which are set forth on Exhibit A attached hereto (collectively, "Names and Marks"); and publication notice of the Hearing having been found to be sufficient and proper under the circumstances; and it appearing that the United States Trustee and certain creditors and other interested parties having been given notice of the Motion; and for good and sufficient cause appearing therefor,

IT IS, on this 11 <sup>December</sup> day of ~~October~~, 1997, ORDERED, that:

1. The terms and conditions of the Private Sale Agreement, a copy of which is attached hereto as Exhibit B, and the other documents and instruments executed in connection therewith are hereby approved in all respects, and the sale, assignment, transfer and delivery of the Names and Marks is hereby authorized and approved in all respects.

2. The Debtor is hereby authorized and empowered to (i) execute the Private Sale Agreement and the other instruments and documents necessary to consummate the transactions contemplated thereby, (i) without further order of this Court, assume and assign to Reda Sports, Inc. at the Closing (as defined in the Private Sale Agreement) the applicable Names and Marks, and (iii) fully perform under, consummate and implement the Private Sale Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to consummate the transactions contemplated by the Private Sale Agreement.

3. Each and every federal, state and local governmental unit or department be, and hereby is, directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Private Sale Agreement to assign and transfer the Names and Marks.

4. This Court shall retain jurisdiction (i) to enforce and implement the terms and provisions of the Private Sale Agreement and other issues concerning the sale, assignment and transfer of the Names and Marks and each of the documents and instruments which must be executed in connection therewith, (ii) to resolve any disputes related to the transfer of the Names and Marks, and (v) to interpret, implement and enforce the provisions of the Private Sale Agreement and this Order.

5. As allowed by Bankruptcy Rule 8005, notwithstanding Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry.

**WILLIAM H. GINDIN**  
HONORABLE WILLIAM H. GINDIN  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**PLEASE SERVE COPIES OF THIS ORDER  
ON ALL OTHER PARTIES TO THIS ACTION.**

**HERMAN'S U.S. REGISTRATIONS**

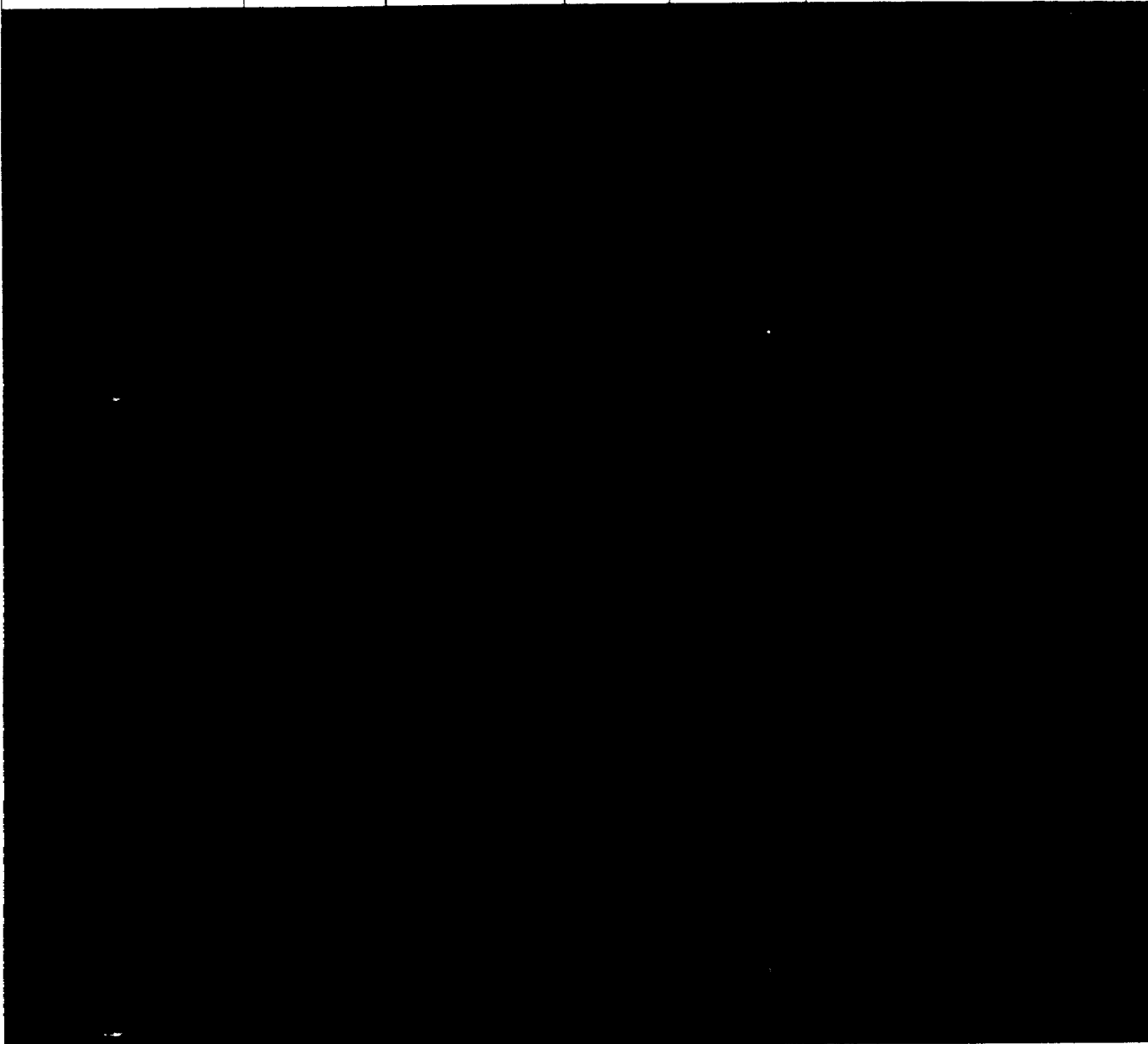
MARK	REGISTRATION NUMBER	REG. DATE	RENEWAL DATE	GOODS/SERVICES
BUTCHART NICHOLLS	1,113,199	2/13/79	2/13/99	Golf Clothing
BUTCHART NICHOLLS	1,140,016	9/30/80	9/30/00	Golf Equipment
CAMP-A-RAM	1,182,516	12/15/81	12/15/01	Retail Sporting Goods Store Services
EZ RIDER (Stylized)	1,437,215	4/21/87	4/21/07	Golf Carts
<b>HERMAN'S</b>	<b>1,412,350</b>	<b>10/7/86</b>	<b>10/7/06</b>	<b>Backpacks, Sleeping Bags</b>
MICRO-FLEX	1,212,523	10/12/82	10/12/02	Fishing Line
OCEANIC	1,100,844	8/29/78	8/29/98	Fishing Rods
OMNI	1,107,412	11/28/78	11/28/98	Golf Clubs & Balls
OMNI	1,074,128	9/27/77	9/27/97	Golf Clubs
ROYAL JAVELIN (Stylized)	1,148,444	3/17/81	3/17/01	Swimwear
ROYAL JAVELIN & DESIGN	643,202	3/26/57	3/26/97	Fishing Rods
SEA CRUISER	1,175,070	10/27/81	10/27/01	Inflatable Boats
SKI MARATHON	1,053,436	11/23/76	11/23/96	Retail Ski Equipment Store Services
SUNSET DESIGNS LOGO	1,639,756	4/2/91	4/2/01	Backpacks & Tents

**HERMAN'S FOREIGN REGISTRATIONS**

MARK	COUNTRY	REGISTRATION NUMBER	REG. DATE	RENEWAL DATE	GOODS/SERVICES
HERMAN'S	Austria	83,195	7/15/76	7/15/96	Sporting Goods
HERMAN'S	Canada	202,343	10/11/74	10/11/04	Retail Sporting Goods Store Services
HERMAN'S	China	265,174	10/10/86	10/9/9	Backpacks, Bags & Sleeping Bags
HERMAN'S	China	271,802	12/10/86	12/9/96	Clothing
HERMAN'S	France	1,343,877	1/8/86	1/6/06	Games, Sporting Goods, & Education
HERMAN'S	Germany	992,471	10/30/79		Gymnastic & Sporting Goods

**HERMAN'S FOREIGN REGISTRATIONS**

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REG DATE</u>	<u>RENEWAL DATE</u>	<u>GOODS/SERVICES</u>
HERMAN S	Italy	329 493	1/28/76		Retail Sporting Services
HERMAN S	Switzerland	284 242	8/6/76		Gymnastic & Sports Articles Camping Articles



**HERMAN'S PENDING APPLICATIONS**

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>STATUS</u>
HERMAN'S WINTER FESTIVAL	USA	74/562.356	Statement of Use Accepted.

# **PRIVATE SALE AGREEMENT**

THIS PRIVATE SALE AGREEMENT, entered into as of the 24th day of November, 1997, by and between HERMAN'S SPORTING GOODS, INC., a Delaware corporation, a Chapter 11 debtor, with its principal place of business at 2 Germak Drive, Carteret, New Jersey 07008 (hereinafter called "Seller"), and REDA SPORTS, INC. 110 MAIN STREET, WEST EASTON, PA 19042 Attention: SCOTT REDA, (hereinafter called ("Buyer")).

**WHEREAS**, Seller was a full-line sporting goods retailer (the "Business"); and

**WHEREAS**, on April 26, 1996, Seller commenced Case No. 96-33538 (the "Proceeding") under Chapter 11, Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and

**WHEREAS**, on September 25, 1997, the Bankruptcy Court entered the Consent Order (a) Authorizing Debtor to Enter Into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction (the "September 25 Order"); and

**WHEREAS**, on October 22, 1997, the Bankruptcy Court entered the Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter Into Private Sale

Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement. Etc., Filed on September 25, 1997 (the "October 22 Order" and, together with the September 25 Order, the "Orders"); and

WHEREAS, the Orders were issued with respect to the transaction contemplated herein; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and conditions contained herein, the following tradename(s) and trademark(s), together with all the tradename and trademark rights and licenses associated therewith (hereinafter, the "Tradename"):

"HERMAN'S" (919 925)  
"HERMAN'S KIDS CLUB" (1835000)  
"HERMAN'S WORLD OF SPORTING GOODS & DESIGN" (920,892)  
"HERMAN'S WORLD OF SPORTING GOODS" (CANADA) (205,655)

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Buyer and the Seller agree as follows:

1. **PURCHASE AND SALE.**

1.1 **Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing referred to herein, the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, all the right, title and interest of the Seller in and to the Tradename.

2. **PURCHASE PRICE.**

2.1 **Amount.** The purchase price for the Tradename (the "Purchase Price") shall be the sum of <sup>EIGHTY</sup> ~~80,000~~ THOUSAND Dollars (\$ 80,000 ) in immediately available funds.

**2.2 Payment of Purchase Price.** The Purchase Price shall be paid by the Buyer to Seller at the Closing (hereinafter defined).

**3. CLOSING.**

**3.1 Time and Place.** The closing of the sale of the Tradename (the "Closing") shall be held at the offices of Crumny, Del Deo, Dolan, Griffinger & Vecchione, One Riverfront Plaza, Newark, New Jersey 07102-5497, and shall occur on the first business day after the conclusion of the hearing to approve the within Agreement. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date."

**3.2 Transactions at Closing.** At the Closing:

(a) The Seller shall duly execute and deliver to the Buyer a bill of sale ("Bill of Sale") and such other certificates of title and other instruments of assignment of transfer with respect to the Tradename as the Buyer may reasonably request and as may be necessary to vest in the Buyer all of the Seller's right, title and interest in and to the Tradename, free and clear of all liens, claims and encumbrances, if any, of the Seller.

(b) The Buyer shall deliver the Purchase Price to the Seller as provided in Section 2 hereof.

(c) The Buyer and the Seller shall duly execute such certificates and documents and any consents as may be required to effectuate the transactions contemplated by this Agreement.

4. **REPRESENTATIONS AND WARRANTIES OF THE SELLER.**

The Seller makes no representations or warranties with respect to the Tradename. The Tradename is being sold "as is" and "where is," without representation or warranties of any kind, nature or description by the Debtor or its estate.

5. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.**

The Buyer represents and warrants to the Seller as follows:

5.1 **Organization and Standing of Buyer.** The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of PENNSYLVANIA. The Buyer has full power and authority under its charter and governance documents and under applicable laws to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

5.2 **Corporate Approval: Binding Effect.** The Buyer has obtained all necessary corporate authorizations and approvals required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer (assuming due execution and delivery by the Seller) and constitutes the legal, valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms.

5.3 **Financial Feasibility.** The Buyer has sufficient funds available to pay Seller the Purchase Price for the Tradename at the Closing and in accordance with the terms of this Agreement.

5.4 **Non-Contravention.** Neither the execution and delivery of this Agreement by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby will



constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any liens upon any property of the Buyer pursuant to (a) its Certificate of Incorporation and Bylaws; (b) any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties are bound, or to which the Buyer is subject; or (c) any statute or any judgment, decree, order, regulation or rule of any court or governmental authority affecting the Buyer.

5.5 **Governmental Consents.** There are no consents, approvals or authorizations of, registrations, qualifications or filings with, governmental agencies or authorities necessary in connection with the execution and delivery of this Agreement by the Buyer or for the consummation by the Buyer of the transactions contemplated hereby.

5.6 **Litigation, Etc.** There are no actions, suits, proceedings or investigations pending or threatened against Buyer which question the validity of this Agreement or challenge any of the transactions contemplated hereby.

5.7 **Independent Inspection.** Buyer has had an opportunity to review the Tradename before making its offer and has relied solely on its own investigation, inspection and review of the Tradename in making its offer.

## 6. **CONDITIONS PRECEDENT.**

The obligation of the Buyer and Seller to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the condition that the Bankruptcy Court shall have approved the within Agreement and authorized the sale of the Tradename to the Buyer, after a hearing and opportunity for competitive bidding. Buyer expressly acknowledges that higher or

better offers may be made and approved at such hearing, thereby nullifying this Private Sale Agreement.

8. **GENERAL.**

8.1 **Notices.** All notices, demand or other communications hereunder shall be in writing or written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written facsimile transmission, as follows:

If to the Seller, to:

Herman's Sporting Goods, Inc.  
2 Germak Drive  
Carteret, NJ 07008  
Attn: Thomas J. Noonan, Jr.  
Telecopy: 908-969-4225

with a copy sent contemporaneously to:

Crummy, Del Deo, Dolan,  
Griffinger & Vecchione  
A Professional Corporation  
One Riverfront Plaza  
Newark, NJ 07102-5497  
Attn: Paul R. DeFilippo, Esq.  
Telecopy: 973-596-0545

If to the Buyer, to:

~~Redu Sports, Inc.~~  
Redu Sports, Inc.  
110 Main Street  
Easton, Pa 18040  
Attn: Scott Redu  
Telecopy: 610-258-6340

with a copy sent contemporaneously to:

Laub, Seidel, Cohen & Hof  
8 Centa Square  
Eaton, Pa 18042  
Attn: Daniel C. Cohen  
Telecopy: 610-258-0390

8.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties which supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by the parties hereto.

8.3 **Governing Law.** The validity and construction of this Agreement shall be governed by internal laws (and not the principles of conflict of laws) of the State of New Jersey. The parties consent to the jurisdiction of the Bankruptcy Court to resolve any and all disputes under this Agreement.

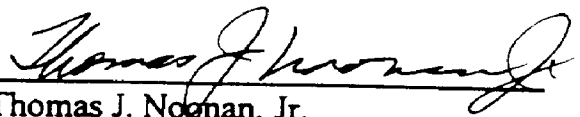
8.4 **Headings.** The headings of sections and subsections are for reference only and shall not control the meaning thereof.

8.5 **Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement, nor the obligations of any party hereunder, shall be assignable or transferable by any such party without the prior written consent of the other party hereto.

8.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date and year first above written.

**HERMAN'S SPORTING GOODS, INC.,  
DEBTOR**

By:   
Thomas J. Noonan, Jr.  
Responsible Person

[BUYER]  
  
By: \_\_\_\_\_  
SCOTT REDA

# PRIVATE SALE AGREEMENT

THIS PRIVATE SALE AGREEMENT, entered into as of the 24th day of November, 1997, by and between HERMAN'S SPORTING GOODS, INC., a Delaware corporation, a Chapter 11 debtor, with its principal place of business at 2 Germak Drive, Carteret, New Jersey 07008 (hereinafter called "Seller"), and REDA SPORTS, INC. <sup>110 MAIN STREET</sup> WEST EASTON, PA 18042 Attention: SCOTT REDA, (hereinafter called ("Buyer")).

WHEREAS, Seller was a full-line sporting goods retailer (the "Business"); and

WHEREAS, on April 26, 1996, Seller commenced Case No. 96-33538 (the "Proceeding") under Chapter 11, Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and

WHEREAS, on September 25, 1997, the Bankruptcy Court entered the Consent Order (a) Authorizing Debtor to Enter Into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction (the "September 25 Order"); and

WHEREAS, on October 22, 1997, the Bankruptcy Court entered the Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter Into Private Sale

Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, Etc., Filed on September 25, 1997 (the "October 22 Order" and, together with the September 25 Order, the "Orders"); and

WHEREAS, the Orders were issued with respect to the transaction contemplated herein; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and conditions contained herein, the following tradename(s) and trademark(s), together with all the tradename and trademark rights and licenses associated therewith (hereinafter, the "Tradename"):

"TOTAL SPORTS" (1666861)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Buyer and the Seller agree as follows:

1. **PURCHASE AND SALE.**

1.1 **Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing referred to herein, the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, all the right, title and interest of the Seller in and to the Tradename.

2. **PURCHASE PRICE.**

2.1 **Amount.** The purchase price for the Tradename (the "Purchase Price") shall be the sum of FIVE THOUSAND Dollars (\$5,000) in immediately available funds.

2.2 **Payment of Purchase Price.** The Purchase Price shall be paid by the Buyer to Seller at the Closing (hereinafter defined).

3. **CLOSING.**

3.1 **Time and Place.** The closing of the sale of the Tradename (the "Closing") shall be held at the offices of Crummy, Del Deo, Dolan, Griffinger & Vecchione, One Riverfront Plaza, Newark, New Jersey 07102-5497, and shall occur on the first business day after the conclusion of the hearing to approve the within Agreement. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date."

3.2 **Transactions at Closing.** At the Closing:

(a) The Seller shall duly execute and deliver to the Buyer a bill of sale ("Bill of Sale") and such other certificates of title and other instruments of assignment of transfer with respect to the Tradename as the Buyer may reasonably request and as may be necessary to vest in the Buyer all of the Seller's right, title and interest in and to the Tradename, free and clear of all liens, claims and encumbrances, if any, of the Seller.

(b) The Buyer shall deliver the Purchase Price to the Seller as provided in Section 2 hereof.

(c) The Buyer and the Seller shall duly execute such certificates and documents and any consents as may be required to effectuate the transactions contemplated by this Agreement.

4. **REPRESENTATIONS AND WARRANTIES OF THE SELLER.**

The Seller makes no representations or warranties with respect to the Tradename. The Tradename is being sold "as is" and "where is," without representation or warranties of any kind, nature or description by the Debtor or its estate.

5. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.**

The Buyer represents and warrants to the Seller as follows:

5.1 **Organization and Standing of Buyer.** The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of PENNSYLVANIA. The Buyer has full power and authority under its charter and governance documents and under applicable laws to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

5.2 **Corporate Approval: Binding Effect.** The Buyer has obtained all necessary corporate authorizations and approvals required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer (assuming due execution and delivery by the Seller) and constitutes the legal, valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms.

5.3 **Financial Feasibility.** The Buyer has sufficient funds available to pay Seller the Purchase Price for the Tradename at the Closing and in accordance with the terms of this Agreement.

5.4 **Non-Contravention.** Neither the execution and delivery of this Agreement by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby will



constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any liens upon any property of the Buyer pursuant to (a) its Certificate of Incorporation and Bylaws; (b) any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties are bound, or to which the Buyer is subject; or (c) any statute or any judgment, decree, order, regulation or rule of any court or governmental authority affecting the Buyer.

**5.5 Governmental Consents.** There are no consents, approvals or authorizations of, registrations, qualifications or filings with, governmental agencies or authorities necessary in connection with the execution and delivery of this Agreement by the Buyer or for the consummation by the Buyer of the transactions contemplated hereby.

**5.6 Litigation, Etc.** There are no actions, suits, proceedings or investigations pending or threatened against Buyer which question the validity of this Agreement or challenge any of the transactions contemplated hereby.

**5.7 Independent Inspection.** Buyer has had an opportunity to review the Tradename before making its offer and has relied solely on its own investigation, inspection and review of the Tradename in making its offer.

## **6. CONDITIONS PRECEDENT.**

The obligation of the Buyer and Seller to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the condition that the Bankruptcy Court shall have approved the within Agreement and authorized the sale of the Tradename to the Buyer, after a hearing and opportunity for competitive bidding. Buyer expressly acknowledges that higher or

better offers may be made and approved at such hearing, thereby nullifying this Private Sale Agreement.

8. **GENERAL.**

8.1 **Notices.** All notices, demand or other communications hereunder shall be in writing or written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written facsimile transmission, as follows:

If to the Seller, to:

Herman's Sporting Goods, Inc.  
2 Germak Drive  
Carteret, NJ 07008  
Attn: Thomas J. Noonan, Jr.  
Telecopy: 908-969-4225

with a copy sent contemporaneously to:

Crummy, Del Deo, Dolan,  
Griffinger & Vecchione  
A Professional Corporation  
One Riverfront Plaza  
Newark, NJ 07102-5497  
Attn: Paul R. DeFilippo, Esq.  
Telecopy: 973-596-0545

If to the Buyer, to:

REDA SPORTS INC.  
110 MAIN STREET  
EASTON PA 18042  
Attn: SCOTT REDA  
Telecopy: 610-258-6342

with a copy sent contemporaneously to:

LAURA SEIDEL COHEN & HOF  
8 CENTRE SQUARE  
EASTON, PA 18046  
Attn: DANIEL E. COHEN  
Telecopy: 610-258-0390

8.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties which supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by the parties hereto.

8.3 **Governing Law.** The validity and construction of this Agreement shall be governed by internal laws (and not the principles of conflict of laws) of the State of New Jersey. The parties consent to the jurisdiction of the Bankruptcy Court to resolve any and all disputes under this Agreement.

8.4 **Headings.** The headings of sections and subsections are for reference only and shall not control the meaning thereof.

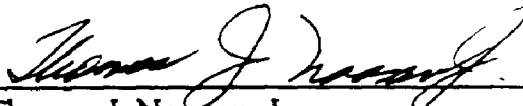
8.5 **Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement, nor the obligations of any party hereunder, shall be assignable or transferable by any such party without the prior written consent of the other party hereto.

8.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto

have caused this Agreement to be duly executed and delivered by their respective officers as of the date and year first above written.

**HERMAN'S SPORTING GOODS, INC.,  
DEBTOR**

By:   
Thomas J. Noonan, Jr.  
Responsible Person

[BUYER]

By:   
SCOTT REDA

## PRIVATE SALE AGREEMENT

THIS PRIVATE SALE AGREEMENT, entered into as of the 24th day of November, 1997, by and between HERMAN'S SPORTING GOODS, INC., a Delaware corporation, a Chapter 11 debtor, with its principal place of business at 2 Germak Drive, Carteret, New Jersey 07008 (hereinafter called "Seller"), and NEDA SPORTS, INC., EASTON, PA 18042 110 MAIN ST., WEST Attention: SCOTT NEDA, (hereinafter called ("Buyer").

WHEREAS, Seller was a full-line sporting goods retailer (the "Business"); and

WHEREAS, on April 26, 1996, Seller commenced Case No. 96-33538 (the "Proceeding") under Chapter 11, Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and

WHEREAS, on September 25, 1997, the Bankruptcy Court entered the Consent Order (a) Authorizing Debtor to Enter Into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction (the "September 25 Order"); and

WHEREAS, on October 22, 1997, the Bankruptcy Court entered the Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter Into Private Sale

40817650.01  
35835-29184

TRADEMARK  
REEL: 002066 FRAME: 0833

Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, Etc., Filed on September 25, 1997 (the "October 22 Order" and, together with the September 25 Order, the "Orders"); and

WHEREAS, the Orders were issued with respect to the transaction contemplated herein; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and conditions contained herein, the following tradename(s) and trademark(s), together with all the tradename and trademark rights and licenses associated therewith (hereinafter, the "Tradename"):

"WE ARE SPORTS" (1,465,931)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Buyer and the Seller agree as follows:

1. PURCHASE AND SALE.

1.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing referred to herein, the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, all the right, title and interest of the Seller in and to the Tradename.

2. PURCHASE PRICE.

2.1 Amount. The purchase price for the Tradename (the "Purchase Price") shall be the sum of Two Thousand Dollars (\$2,000.00) in immediately available funds.

**2.2 Payment of Purchase Price.** The Purchase Price shall be paid by the Buyer to Seller at the Closing (hereinafter defined).

**3. CLOSING.**

**3.1 Time and Place.** The closing of the sale of the Tradename (the "Closing") shall be held at the offices of Crummy, Del Deo, Dolan, Griffinger & Vecchione, One Riverfront Plaza, Newark, New Jersey 07102-5497, and shall occur on the first business day after the conclusion of the hearing to approve the within Agreement. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date."

**3.2 Transactions at Closing.** At the Closing:

(a) The Seller shall duly execute and deliver to the Buyer a bill of sale ("Bill of Sale") and such other certificates of title and other instruments of assignment of transfer with respect to the Tradename as the Buyer may reasonably request and as may be necessary to vest in the Buyer all of the Seller's right, title and interest in and to the Tradename, free and clear of all liens, claims and encumbrances, if any, of the Seller.

(b) The Buyer shall deliver the Purchase Price to the Seller as provided in Section 2 hereof.

(c) The Buyer and the Seller shall duly execute such certificates and documents and any consents as may be required to effectuate the transactions contemplated by this Agreement.

**4. REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller makes no representations or warranties with respect to the Tradename. The Tradename is being sold "as is" and "where is," without representation or warranties of any kind, nature or description by the Debtor or its estate.

**5. REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer represents and warrants to the Seller as follows:

**5.1 Organization and Standing of Buyer.** The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of PENNSYLVANIA. The Buyer has full power and authority under its charter and governance documents and under applicable laws to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

**5.2 Corporate Approval: Binding Effect.** The Buyer has obtained all necessary corporate authorizations and approvals required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer (assuming due execution and delivery by the Seller) and constitutes the legal, valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms.

**5.3 Financial Feasibility.** The Buyer has sufficient funds available to pay Seller the Purchase Price for the Tradename at the Closing and in accordance with the terms of this Agreement.

**5.4 Non-Contravention.** Neither the execution and delivery of this Agreement by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby will



constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any liens upon any property of the Buyer pursuant to (a) its Certificate of Incorporation and Bylaws; (b) any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties are bound, or to which the Buyer is subject, or (c) any statute or any judgment, decree, order, regulation or rule of any court or governmental authority affecting the Buyer.

**5.5 Governmental Consents.** There are no consents, approvals or authorizations of, registrations, qualifications or filings with, governmental agencies or authorities necessary in connection with the execution and delivery of this Agreement by the Buyer or for the consummation by the Buyer of the transactions contemplated hereby.

**5.6 Litigation, Etc.** There are no actions, suits, proceedings or investigations pending or threatened against Buyer which question the validity of this Agreement or challenge any of the transactions contemplated hereby.

**5.7 Independent Inspection.** Buyer has had an opportunity to review the Tradename before making its offer and has relied solely on its own investigation, inspection and review of the Tradename in making its offer.

**6. CONDITIONS PRECEDENT.**

The obligation of the Buyer and Seller to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the condition that the Bankruptcy Court shall have approved the within Agreement and authorized the sale of the Tradename to the Buyer, after a hearing and opportunity for competitive bidding. Buyer expressly acknowledges that higher or

better offers may be made and approved at such hearing, thereby nullifying this Private Sale Agreement.

8. GENERAL

8.1 Notices. All notices, demand or other communications hereunder shall be in writing or written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written facsimile transmission, as follows:

If to the Seller to:

Herman's Sporting Goods, Inc.  
 2 Germak Drive  
 Carteret, NJ 07008  
 Attn: Thomas J. Noonan, Jr.  
 Telecopy: 908-969-4225

with a copy sent contemporaneously to:

Crummy, Del Deo, Dolan,  
 Griffinger & Vecchione  
 A Professional Corporation  
 One Riverfront Plaza  
 Newark, NJ 07102-5497  
 Attn: Paul R. DeFilippo, Esq.  
 Telecopy: 973-596-0545

If to the Buyer, to:

REDA SPORTS, INC.  
110 COALN ST.  
EASTON, PA 18042  
 Attn: SCOTT REDA  
 Telecopy: 610-258-6747

with a copy sent contemporaneously to:

LAURE SEIDEL, COHEN & HOF  
8 CENTRE SQUARE  
FALTON, PA 18042  
ATTN: DANIEL E. COHEN  
Telecopy: 610-258-9790

8.2 Entire Agreement. This Agreement contains the entire understanding of the parties which supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by the parties hereto.

8.3 Governing Law. The validity and construction of this Agreement shall be governed by internal laws (and not the principles of conflict of laws) of the State of New Jersey. The parties consent to the jurisdiction of the Bankruptcy Court to resolve any and all disputes under this Agreement.


8.4 Headings. The headings of sections and subsections are for reference only and shall not control the meaning thereof.

8.5 Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement, nor the obligations of any party hereunder, shall be assignable or transferable by any such party without the prior written consent of the other party hereto.

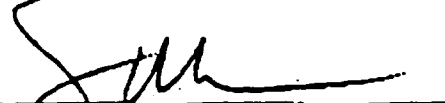
8.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date and year first above written.

**HERMAN'S SPORTING GOODS, INC.,  
DEBTOR**

By:   
Thomas J. Noonan, Jr.  
Responsible Person

**(BUYER) REDA SPORTS, INC.**

By:   
Scott Reda

# **PRIVATE SALE AGREEMENT**

**THIS PRIVATE SALE AGREEMENT**, entered into as of the 24th day of November, 1997, by and between **HERMAN'S SPORTING GOODS, INC.**, a Delaware corporation, a Chapter 11 debtor, with its principal place of business at 2 Germak Drive, Carteret, New Jersey 07008 (hereinafter called "Seller"), and Rego Sports, Inc. 110 Main St  
Attention: Scott Regan (hereinafter called ("Buyer")). West Chester, PA  
18042

**WHEREAS**, Seller was a full-line sporting goods retailer (the "Business"); and

**WHEREAS**, on April 26, 1996, Seller commenced Case No. 96-33538 (the "Proceeding") under Chapter 11, Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and

**WHEREAS**, on September 25, 1997, the Bankruptcy Court entered the Consent Order (a) Authorizing Debtor to Enter Into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction (the "September 25 Order"); and

**WHEREAS**, on October 22, 1997, the Bankruptcy Court entered the Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter Into Private Sale

#0117650.01  
35835-29186

**TRADEMARK**

**REEL: 002066 FRAME: 0841**

Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b)

Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, Etc., Filed on September 25, 1997 (the "October 22 Order" and, together with the September 25 Order, the "Orders"); and

WHEREAS, the Orders were issued with respect to the transaction contemplated herein;

and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller,

on the terms and conditions contained herein, the following tradename(s) and trademark(s),

together with all the tradename and trademark rights and licenses associated therewith

(hereinafter, the "Tradename"):

All Tradenames not otherwise  
sold at the hearing  
conducted on 12/1/97

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Buyer and the Seller agree as follows:

1. **PURCHASE AND SALE.**

1.1 **Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing referred to herein, the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, all the right, title and interest of the Seller in and to the Tradename.

2. **PURCHASE PRICE.**

2.1 **Amount.** The purchase price for the Tradename (the "Purchase Price") shall be the sum of Five Hundred Dollars (\$ 500.00) in immediately available funds.

2.2 **Payment of Purchase Price.** The Purchase Price shall be paid by the Buyer to Seller at the Closing (hereinafter defined).

3. **CLOSING.**

3.1 **Time and Place.** The closing of the sale of the Tradename (the "Closing") shall be held at the offices of Crummy, Del Deo, Dolan, Griffinger & Vecchione, One Riverfront Plaza, Newark, New Jersey 07102-5497, and shall occur on the first business day after the conclusion of the hearing to approve the within Agreement. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date."

3.2 **Transactions at Closing.** At the Closing:

(a) The Seller shall duly execute and deliver to the Buyer a bill of sale ("Bill of Sale") and such other certificates of title and other instruments of assignment of transfer with respect to the Tradename as the Buyer may reasonably request and as may be necessary to vest in the Buyer all of the Seller's right, title and interest in and to the Tradename, free and clear of all liens, claims and encumbrances, if any, of the Seller.

(b) The Buyer shall deliver the Purchase Price to the Seller as provided in Section 2 hereof.

(c) The Buyer and the Seller shall duly execute such certificates and documents and any consents as may be required to effectuate the transactions contemplated by this Agreement.

4. **REPRESENTATIONS AND WARRANTIES OF THE SELLER.**

The Seller makes no representations or warranties with respect to the Tradename. The Tradename is being sold "as is" and "where is," without representation or warranties of any kind, nature or description by the Debtor or its estate.

5. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.**

The Buyer represents and warrants to the Seller as follows:

5.1 **Organization and Standing of Buyer.** The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania. The Buyer has full power and authority under its charter and governance documents and under applicable laws to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

5.2 **Corporate Approval; Binding Effect.** The Buyer has obtained all necessary corporate authorizations and approvals required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer (assuming due execution and delivery by the Seller) and constitutes the legal, valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms.

5.3 **Financial Feasibility.** The Buyer has sufficient funds available to pay Seller the Purchase Price for the Tradename at the Closing and in accordance with the terms of this Agreement.

5.4 **Non-Contravention.** Neither the execution and delivery of this Agreement by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby will



constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any liens upon any property of the Buyer pursuant to (a) its Certificate of Incorporation and Bylaws; (b) any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties are bound, or to which the Buyer is subject; or (c) any statute or any judgment, decree, order, regulation or rule of any court or governmental authority affecting the Buyer.

5.5 **Governmental Consents.** There are no consents, approvals or authorizations of, registrations, qualifications or filings with, governmental agencies or authorities necessary in connection with the execution and delivery of this Agreement by the Buyer or for the consummation by the Buyer of the transactions contemplated hereby.

5.6 **Litigation, Etc.** There are no actions, suits, proceedings or investigations pending or threatened against Buyer which question the validity of this Agreement or challenge any of the transactions contemplated hereby.

5.7 **Independent Inspection.** Buyer has had an opportunity to review the Tradename before making its offer and has relied solely on its own investigation, inspection and review of the Tradename in making its offer.

## 6. **CONDITIONS PRECEDENT.**

The obligation of the Buyer and Seller to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the condition that the Bankruptcy Court shall have approved the within Agreement and authorized the sale of the Tradename to the Buyer, after a hearing and opportunity for competitive bidding. Buyer expressly acknowledges that higher or

better offers may be made and approved at such hearing, thereby nullifying this Private Sale Agreement.

8. **GENERAL.**

8.1 **Notices.** All notices, demand or other communications hereunder shall be in writing or written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written facsimile transmission, as follows:

If to the Seller, to:

Herman's Sporting Goods, Inc.  
2 Germak Drive  
Carteret, NJ 07008  
Attn: Thomas J. Noonan, Jr.  
Telecopy: 908-969-4225

with a copy sent contemporaneously to:

Crummy, Del Deo, Dolan,  
Griffinger & Vecchione  
A Professional Corporation  
One Riverfront Plaza  
Newark, NJ 07102-5497  
Attn: Paul R. DeFilippo, Esq.  
Telecopy: 973-596-0545

If to the Buyer, to:

Reda Sports, Inc  
110 Main St.  
Easton, PA 18042  
Attn: Scott Reda  
Telecopy: 610-258-6342

with a copy sent contemporaneously to:

Laufer, Seidel, Cohen & Hof  
8 Centre Square  
Easton, PA 08042  
Attn: DANIEL E. COHEN  
Telecopy: 610-258-0390

8.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties which supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by the parties hereto.

8.3 **Governing Law.** The validity and construction of this Agreement shall be governed by internal laws (and not the principles of conflict of laws) of the State of New Jersey. The parties consent to the jurisdiction of the Bankruptcy Court to resolve any and all disputes under this Agreement.

8.4 **Headings.** The headings of sections and subsections are for reference only and shall not control the meaning thereof.

8.5 **Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement, nor the obligations of any party hereunder, shall be assignable or transferable by any such party without the prior written consent of the other party hereto.

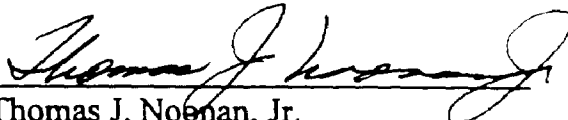
8.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

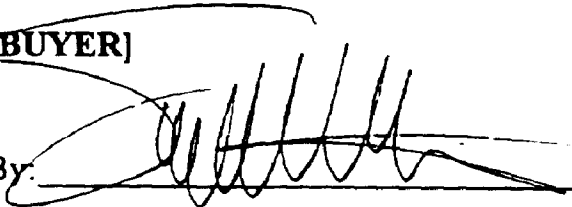
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto

have caused this Agreement to be duly executed and delivered by their respective officers as of

the date and year first above written.

**HERMAN'S SPORTING GOODS, INC.,  
DEBTOR**

By:   
Thomas J. Noenan, Jr.  
Responsible Person

**[BUYER]**  
By: 



NORTH CAROLINA SECRETARY OF STATE, CORPORATE RECORD

Name: TOTAL SPORTS, INC.

Business Address: 234 FAYETTEVILLE STREET ; MALL  
RALEIGH, NC 27601

Type: CORPORATION (PROFIT)

Status: ACTIVE

Filing Date: 10/9/1998

State of Incorporation: DELAWARE

Registered Agent: PETRA WEISHAAPT

Registered Office: 234 FAYETTEVILLE ST MALL  
RALEIGH, NC 27601

Doing Business As: TOTAL LTD.

File Number: 472933

HISTORY

DATE	TYPE	COMMENT
10/28/1999	AGENT DATA AMENDED	CHANGE OF ADDRESS OF REGISTERED AGENT AND OFFICE ; FOR MORE INFO, REFER TO DOCUMENT ID 993010002
10/9/1998	MISCELLANEOUS	AUTHORIZATION GRANTED ; FOR MORE INFO, REFER TO DOCUMENT ID 981875126

CALL LEXIS DOCUMENT SERVICES FOR ALL YOUR CORPORATE NEEDS. 800-634-9738

NORTH CAROLINA SECRETARY OF STATE, CORPORATE RECORD

Name: TOTAL SPORTS INC.

Business Address: 4101 LAKE BOONE TRAIL ; C/O WYRICK ROBBINS  
RALEIGH, NC 27607

Type: CORPORATION (NON-PROFIT)

STATUS: ACTIVE

Filed Date: 6/2/1998

State of Incorporation: DELAWARE

Number: 460838

History:



---

DATE	TYPE	COMMENT
1998	MERGER-SURVIVOR CORPORATION	FOR MORE INFO, REFER TO DOCUMENT ID 981539069

---

THIS DOCUMENT SERVICES FOR ALL YOUR CORPORATE NEEDS. 800-634-9738

NORTH CAROLINA SECRETARY OF STATE, CORPORATE RECORD

Name: TOTAL SPORTS INC.

Business Address: 4101 LAKE BOONE TRAIL ; C/O WYRICK ROBBINS  
RALEIGH, NC 27607



Type: CORPORATION (NON-PROFIT)

Status: ACTIVE

File Date: 6/2/1998

State of Incorporation: DELAWARE

File No: 60838

History:

---

DATE	TYPE	COMMENT
6/2/1998	MERGER-SURVIVOR CORPORATION	FOR MORE INFO, REFER TO DOCUMENT ID 981539069

---

LEXIS DOCUMENT SERVICES FOR ALL YOUR CORPORATE NEEDS. 800-634-9738

NORTH CAROLINA SECRETARY OF STATE, CORPORATE RECORD



Name: TOTAL SPORTS, INC.  
 Type: CORPORATION (PROFIT)  
 Status: MULTI STATUS  
 Effective Date: 10/12/1993  
 State of Incorporation: NORTH CAROLINA  
 Date of Incorporation: 10/12/1993  
 Registered Agent: DENNIS E BORING  
 Registered Office: 338 N ELM ST  
 GREENSBORO, NC 27401  
 Number: 332227

Type of Stock: COMMON  
 Authorized Quantity: 100000  
 Convert Common Stock: NO

History:

DATE	TYPE	COMMENT
07/15/1995	MISCELLANEOUS	REVENUE SUSPENSION ; FOR MORE INFO, REFER TO DOCUMENT ID 952865000
07/22/1995	DISSOLUTION OF CORPORATION	ADMINISTRATIVE DISSOLUTION ; FOR MORE INFO, REFER TO DOCUMENT ID 950819521
10/12/1993	MISCELLANEOUS	INCORPORATION FILED ; FOR MORE INFO, REFER TO DOCUMENT ID 932845038

CALL LEXIS DOCUMENT SERVICES FOR ALL YOUR CORPORATE NEEDS. 800-634-9738



NORTH CAROLINA SECRETARY OF STATE, CORPORATE RECORD

Name: TOTAL SPORTS MARKETING INC.

Type: CORPORATION (PROFIT)

STATUS: ACTIVE

Issuing Date: 3/13/1998

State of Incorporation: NORTH CAROLINA

Date of Incorporation: 3/13/1998

Registered Agent: CHARLIE R. OAKS

Registered Office: 4107 HUNTMEADOW DRIVE  
CHARLOTTE, NC 28144

Number: 453415

STOCK:

Stock: COMMON

Value of Stock: \$100000

Authorized Quantity: 100000

Par Value: \$1.0000

Convert Common Stock: NO

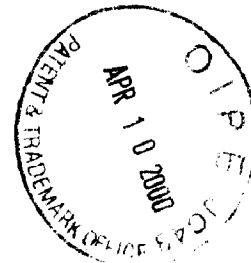
History:

---

DATE	TYPE	COMMENT
1998	MISCELLANEOUS	INCORPORATION FILED ; FOR MORE INFO, REFER TO DOCUMENT ID 980615077

---

CALL LEXIS DOCUMENT SERVICES FOR ALL YOUR CORPORATE NEEDS. 800-634-9738



# Sanford J. Pilitch

Patent and Trademark Attorney

The Atrium - Suite 204  
2895 Hamilton Boulevard  
Allentown, Pennsylvania 18104

Telephone  
(610) 435-6266  
Facsimile  
(610) 821-9566



Patent, Trademark  
Copyright, Anti-trust,  
Unfair Competition  
and Related Litigation

December 17, 1999

## VIA UPS - NEXT DAY AIR

Mr. Paul White  
Spider, Inc.  
351 Larkfield Road  
East Northport, NY 11731

FILE: 1120-1

### RE: POTENTIAL SALE OF HERMAN'S FAMILY OF MARKS

Dear Mr. White:

Pursuant to your request, enclosed please find copies of the Assignment documents, Order of the Bankruptcy Court and Private Sale Agreements between and among Herman's Sporting Goods, Inc., Reda Sports, Inc. and Sunrise Investors, Inc. concerning the upcoming sale and transfer of the same trademarks to the newly incorporated Nevada corporation, Herman's, Inc.

At present, I am advised the closing is scheduled for Thursday, December 24, 1999 and I expect to have the Assignment documentation available for your review no later than Tuesday.

If I can be of any further assistance, please do not hesitate to contact me at your convenience.

Sincerely yours,

  
Sanford J. Pilitch

SJP:fap  
Enclosures:  
As Listed

cc: Arthur J. Russo, Esq. (w/Encls.)

**TRADEMARK**  
**REEL: 002066 FRAME: 0854**

# Sanford J. Piltch

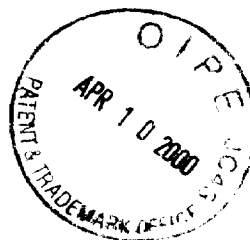
Patent and Trademark Attorney

The Atrium - Suite 204  
2395 Hamilton Boulevard  
Allentown, Pennsylvania 18104

Patent, Trademark,  
Copyright, Anti-trust,  
Unfair Competition  
and Related Litigation

Telephone  
(610) 433-6266  
Facsimile  
(610) 820-9566

December 6, 1999



**VIA UPS - NEXT DAY AIR**

Mr. Paul White  
Spider, Inc.  
351 Larkfield Road  
East Northport, NY 11731

FILE: 1120-1

**RE: POTENTIAL SALE OF HERMAN'S FAMILY OF MARKS**

Dear Mr. White:

Pursuant to the request of Reda Sports, attached you will find Schedules A - C of trademarks and Trademark Registrations which were obtained by Reda Sports in a Private Sale at the conclusion of the Herman's Sporting Goods, Inc. bankruptcy proceedings in December 1997. The following are explanatory comments describing the transfer of these assets and their respective status and ownership. The information supplied with this letter is current through November 1999 and is believed to be the most recent information reflecting ownership and registration status of each of the trademarks.

When the family of **Herman's Marks** were obtained, they were obtained by way of three (3) separate Assignments separating the marks into groups based upon potential use by Reda Sports. The first group included the marks **HERMAN'S**, **HERMAN'S WORLD OF SPORTING GOODS and Design**, **HERMAN'S. WE ARE SPORTS**, **HERMAN'S KIDS CLUB**, **HERMAN'S WINTER FESTIVAL** and **TOTAL SPORTS**, which marks were transferred subsequently to Sunrise Investors, Inc. in December 1998. A listing of these marks appears as SCHEDULE A to this letter and is followed by (in each case) a copy of the Trademark Record Abstract reciting the pertinent information about that Registration and a listing of the history of the application and post-registration activities in the U.S. Patent and Trademark Office showing the present status of each respective Registration.

The second group of marks was transferred to Reda Sports in two (2) separate Assignments, the first covering nine (9) Registrations and the second covering an additional four (4) Registrations. The documents were also executed in March 1998. This second grouping is divided into groupings in accordance with each of the cited Assignment documents, dealing first with the Assignment of the four (4) Registrations for the reason that those registrations have now expired or been cancelled. You will find listed in SCHEDULE B attached to this letter a listing of the four (4) prior Registrations for the marks **OMNI**, **ROYAL JAVELIN**

**TRADEMARK**  
**REEL: 002066 FRAME: 0855**

Mr. Paul White  
 Spider, Inc.  
 December 6, 1999



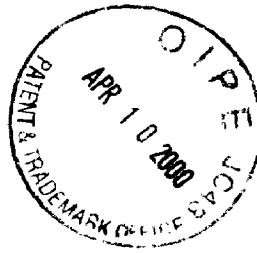
**and Design, SKI MARATHON and SUNSET DESIGNS and Design.** The first three (3) Registrations expired for failure to renew in the latter half of 1997 or in early 1998, with the final Registration being cancelled for failure to file Continuing Use Affidavits in 1997. Basically, these marks were, for all intents and purposes, *gone* at or about the time that the Registrations were part of the Private Sale in the Bankruptcy Action with Herman's Sporting Goods. Thus, only the common law ownership rights were transferred by the Assignment in March 1998. If these marks are to be transferred, any Assignment would be from Reda Sports. The listing in SCHEDULE B of the Registrations shows their present status.

The Assignment of the other nine (9) Registrations also occurred in March 1998. At the present time, two (2) of the Registrations have expired and seven (7) continue in existence. The Registrations which have expired are for **OCEANIC** and **OMNI**, where these marks expired in the second half of 1998 for non-use and failure to renew. The Registrations remaining in existence are for **BUTCHART NICHOLLS**, **BUTCHART-NICHOLLS**, **ROYAL JAVELIN (Stylized)**, **SEA CRUISER**, **CAMP-A-RAMA**, **MICRO-FLEX** and **EZ RIDER (Stylized)**. Each of these marks is scheduled for renewal in the next one (1) to four (4) years. These Registrations are listed in SCHEDULE C showing their present status.

You can readily see from the SCHEDULES, the attached TRADEMARK RECORD ABSTRACTS and STATUS ABSTRACTS, the entire history of the Registration process, both during the application process and post-registration. Any concern which you may have about clear record title can be answered as follows. All of the marks and respective Trademark Registrations (presently existing or existing at the time of the Private Sale), were transferred to Reda Sports, Inc. free and clear of any encumbrances as set forth in the Order Approving Private Sale Agreement with Reda Sports, Inc. dated December 11, 1997. A copy of this Order and copies of the Private Sale Agreements can be provided to you if you so desire. The effect of the Order of the Bankruptcy Court was to terminate any claims any known creditor had against the marks or Registrations. Since there was no challenge made to the Order, the Order stands and no encumbrances have survived against any of these trademark properties.

The only Assignment which has been recorded to date concern the trademark properties listed in Schedule A with the recording of the Assignments concerning the trademark properties in Schedules B and C held in abeyance. A subsequent Assignment of the marks and Registrations listed in Schedule A has been made to Sunrise Investors, Inc., an associated company of Reda Sports, with the Assignment being recorded. Additionally, a Security Interest was recorded against the Registrations listed in Schedule A by Phillipsburg National Bank & Trust Company which Security Interest is in the process of being released.

Mr. Paul White  
Spider, Inc.  
December 6 1999



All that would be needed to perfect ownership rights in whatever company or individual you desire is for Reda Sports/Sunrise Investors to assign the listed marks (and Registrations) to that company or individual. Recording of the Assignment would have the effect of perfecting ownership rights in those trademark properties in the desired company or individual.

If you should have any further questions concerning any of the information provided or the form or nature of any transaction which you contemplate involving these marks, please do not hesitate to contact me at your convenience.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Sanford J. Piltch".

Sanford J. Piltch

SJP:fap

Attachments:

- SCHEDULE A WITH TRADEMARK RECORD ABSTRACTS AND STATUS LISTING
- SCHEDULE B WITH TRADEMARK RECORD ABSTRACTS AND STATUS LISTING
- SCHEDULE C WITH TRADEMARK RECORD ABSTRACTS AND STATUS LISTING

cc: Reda Sports, Inc. w/Attachments

**SCHEDULE A**

1. **U.S. TRADEMARK REGISTRATION 919,928**  
**MARK:** HERMAN'S  
**CLASS:** 035  
**SERVICES:** *Retail Sporting Goods Store Services*  
**APPLICANT:** Herman's Sporting Good, Inc.  
**SERIAL NO.:** 72/330,132  
**FILING DATE:** 06/16/1969  
**REGISTRATION No.:** 919,928  
**REGISTERED:** 09/07/1971  
**RENEWED:** 09/07/1991  
**REGISTRANT:** Herman's Sporting Good, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.  
**STATUS:** Next Renewal 09/09/2001
  
2. **U.S. TRADEMARK REGISTRATION 920,892**  
**MARK:** HERMAN'S WORLD OF SPORTING GOODS and Design  
**CLASS:** 035  
**SERVICES:** *Retail Sporting Goods Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 72/330,131  
**FILING DATE:** 06/16/1969  
**REGISTRATION No.:** 920,892  
**REGISTERED:** 09/21/1971  
**RENEWED:** 09/21/1991  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.  
**STATUS:** Next Renewal 09/21/2001
  
3. **U.S. TRADEMARK REGISTRATION 1,166,861**  
**MARK:** TOTAL SPORTS  
**CLASSES:** 042  
**GOODS:** *Retail Department Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 73/248,153  
**FILING DATE:** 01/30/1980  
**REGISTRATION No.:** 1,166,861  
**REGISTERED:** 08/25/1981  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.  
**STATUS:** Renewal 08/25/2001
  
4. **U.S. TRADEMARK REGISTRATION 1,412,350**  
**MARK:** HERMAN'S  
**CLASSES:** 018, 020  
**GOODS:** *Back Packs; Sleeping Bags*

APPLICANT: Herman's Sporting Goods, Inc.  
SERIAL NO.: 73/369,759  
FILING DATE: 06/15/1982  
REGISTRATION NO.: 1,412,350  
REGISTERED: 10/07/1986  
PARTIAL CANCELLATION: 01/08/1993 - Class 20  
REGISTRANT: Herman's Sporting Goods, Inc.  
ASSIGNEE: Sunrise Investors, Inc.  
STATUS: Renewal 10/07/2006

5. U.S. TRADEMARK REGISTRATION 1,465,931  
MARK: WE ARE SPORTS  
CLASS: 042  
GOODS: *Retail Sporting Goods Store Services*  
APPLICANT: Herman's Sporting Goods, Inc.  
SERIAL NO.: 73/518,661  
FILING DATE: 01/22/1985  
REGISTRATION NO.: 1,465,931  
REGISTERED: 11/17/1987  
REGISTRANT: Herman's Sporting Goods, Inc.  
ASSIGNEE: Sunrise Investors, Inc.  
STATUS: Renewal 11/17/2007
6. U.S. TRADEMARK REGISTRATION 1,835,000  
MARK: HERMAN'S KIDS CLUB  
CLASS: 042  
SERVICES: *Retail Clothing Store Services*  
APPLICANT: Herman's Sporting Goods, Inc.  
SERIAL NO.: 74/367,095  
FILING DATE: 03/11/1993  
REGISTRATION NO.: 1,835,000  
REGISTERED: 05/03/1994  
REGISTRANT: Herman's Sporting Goods, Inc.  
ASSIGNEE: Sunrise Investors, Inc.  
STATUS: Continuing Use Affidavits (§8, §15) 05/03/2000
7. U.S. TRADEMARK REGISTRATION 1,980,193  
MARK: HERMAN'S WINTER FESTIVAL  
CLASS: 041  
SERVICES: *Conducting entertainment exhibitions in the nature of sports competitions and/or events*  
APPLICANT: Herman's Sporting Goods, Inc.  
SERIAL NO.: 74/562,356  
FILING DATE: 08/18/1994  
REGISTRATION NO.: 1,980,193  
Registered: 06/11/1996  
Registrant: Herman's Sporting Goods, Inc.  
ASSIGNEE: Sunrise Investors, Inc.  
STATUS: Continuing Use Affidavits (§8, §15) 06/11/2002

**SCHEDULE B**

1. **U.S. TRADEMARK REGISTRATION 1,074,128**  
**MARK: OMNI**  
**CLASS: 028**  
**GOODS: *Golf Clubs***  
**APPLICANT: Herman's Sporting Goods, Inc.**  
**SERIAL NO.: 73/103,615**  
**FILING DATE: 10/18/1976**  
**REGISTRATION NO.: 1,074,128**  
**REGISTERED: 09/27/1977**  
**REGISTRANT: Herman's Sporting Goods, Inc.**  
**STATUS: Expired**
  
  2. **U.S. TRADEMARK REGISTRATION 643,202**  
**MARK: ROYAL JAVELIN and Design**  
**CLASS: 022**  
**GOODS: *Fishing Rods***  
**APPLICANT: Klein's Sporting Goods, Inc.**  
**SERIAL NO.: 72/002,885**  
**FILING DATE: 02/17/1956**  
**REGISTRATION NO.: 643,202**  
**REGISTERED: 03/26/1957**  
**RENEWED: 03/26/1977**  
**REGISTRANT: Herman's Sporting Goods, Inc.**  
**STATUS: Expired**
  
  3. **U.S. TRADEMARK REGISTRATION 1,053,436**  
**MARK: SKI MARATHON**  
**CLASS: 042**  
**SERVICES: *Retail Ski Equipment Store Services***  
**APPLICANT: Herman's Sporting Goods, Inc.**  
**SERIAL NO.: 73/010,763**  
**FILING DATE: 01/11/1974**  
**REGISTRATION NO.: 1,053,436**  
**REGISTERED: 11/23/1976**  
**REGISTRANT: Herman's Sporting Goods, Inc.**  
**STATUS: Expired**
  
  4. **U.S. TRADEMARK REGISTRATION 1,639,756**  
**MARK: SUNSET DESIGNS and Design**  
**CLASSES: 018; 022**  
**GOODS: *Camping Equipment, namely -- Backpacks; and Tents***  
**APPLICANT: Herman's Sporting Goods, Inc.**  
**SERIAL NO.: 74/068,500**  
**FILING DATE: 06/13/1990**  
**REGISTRATION NO.: 1,639,756**  
**REGISTERED: 04/02/1991**  
**REGISTRANT: Herman's Sporting Goods, Inc.**  
**STATUS: Cancelled**
-



**SCHEDULE C**

1. **U.S. TRADEMARK REGISTRATION 1,100,884**  
**MARK: OCEANIC**  
**CLASS: 028**  
**GOODS: *Fishing rods***  
**APPLICANT: Herman's Sporting Goods, Inc.**  
**SERIAL NO.: 73/148,820**  
**FILING DATE: 11/16/1977**  
**REGISTRATION NO.: 1,100,884**  
**REGISTERED: 08/29/1978**  
**REGISTRANT: Herman's Sporting Goods, Inc.**  
**STATUS: Expired**
  
2. **U.S. TRADEMARK REGISTRATION 1,107,412**  
**MARK: OMNI**  
**CLASS: 028**  
**GOODS: *Sports equipment -- namely, golf clubs and golf balls***  
**APPLICANT: Herman's Sporting Goods, Inc.**  
**SERIAL NO.: 73/133,071**  
**FILING DATE: 07/07/1977**  
**REGISTRATION NO.: 1,107,412**  
**REGISTERED: 11/28/1978**  
**REGISTRANT: Herman's Sporting Goods, Inc.**  
**STATUS: Expired**
  
3. **U.S. TRADEMARK REGISTRATION 1,113,199**  
**MARK: BUTCHART NICHOLLS**  
**CLASS: 025**  
**GOODS: *Sport clothes -- namely, golf clothing for men and women -- namely, pants, shorts, shirts, dresses, blouses, skirts, caps and socks, golf shoes and golf gloves***  
**APPLICANT: W. R. Grace & Co.**  
**SERIAL NO.: 73/144,525**  
**FILING DATE: 10/13/1977**  
**REGISTRATION NO.: 1,113,199**  
**REGISTERED: 02/13/1979**  
**REGISTRANT: Herman's Sporting Goods, Inc.**  
**STATUS: Expired**

- 4 U.S. TRADEMARK REGISTRATION 1,140,016  
MARK: BUTCHART-NICHOLLS  
CLASS: 028  
GOODS: *Golf equipment and accessories - namely, golf clubs, golf balls, golf covers, golf spikes and golf tees*  
APPLICANT: W. R. Grace & Co.  
SERIAL NO.: 73/100,704  
FILING DATE: 09/22/1976  
REGISTRATION NO.: 1,140,016  
REGISTERED: 09/30/1980  
REGISTRANT: Herman's Sporting Goods, Inc.  
STATUS: Renewal 09/30/2000
- 5 U.S. TRADEMARK REGISTRATION 1,148,444  
MARK: ROYAL JAVELIN (Stylized)  
CLASS: 025  
GOODS: *Swimwear*  
APPLICANT: Herman's Sporting Goods, Inc.  
SERIAL NO.: 73/131,744  
FILING DATE: 06/24/1977  
REGISTRATION NO.: 1,148,444  
REGISTERED: 03/17/1981  
REGISTRANT: Herman's Sporting Goods, Inc.  
STATUS: Renewal 03/17/2001
- 6 U.S. TRADEMARK REGISTRATION 1,175,070  
MARK: SEA CRUISER  
CLASS: 012  
GOODS: *Inflatable boats*  
APPLICANT: Herman's Sporting Goods, Inc.  
SERIAL NO.: 73/281,887  
FILING DATE: 10/15/1980  
REGISTRATION NO.: 1,175,070  
REGISTERED: 10/27/1981  
REGISTRANT: Herman's Sporting Goods, Inc.  
STATUS: Renewal 10/27/2001
- 7 U.S. TRADEMARK REGISTRATION 1,182,516  
MARK: CAMP-A-RAMA  
CLASS: 042  
SERVICES: *Retail Sporting Goods Store Services*  
APPLICANT: Herman's Sporting Goods, Inc.  
SERIAL NO.: 73/230,919  
FILING DATE: 09/11/1979  
REGISTRATION NO.: 1,182,516  
REGISTERED: 12/15/1981  
REGISTRANT: Herman's Sporting Goods, Inc.  
STATUS: Renewal 12/15/2001

8. U.S. TRADEMARK REGISTRATION 1,212,523  
MARK: MICRO-FLEX  
CLASS: 028  
GOODS: *Fishing line*  
APPLICANT: Herman's Sporting Goods, Inc.  
SERIAL NO.: 73/273,558  
FILING DATE: 08/11/1980  
REGISTRATION NO.: 1,212,523  
REGISTERED: 10/12/1982  
REGISTRANT: Herman's Sporting Goods, Inc.  
STATUS: Renewal 10/12/2002
9. U.S. TRADEMARK REGISTRATION 1,437,215  
MARK: EZ RIDER (Stylized)  
CLASS: 012  
GOODS: *Manually pulled golf carts*  
APPLICANT: Herman's Sporting Goods, Inc.  
SERIAL NO.: 73/318,814  
FILING DATE: 07/13/1981  
REGISTRATION NO.: 1,437,215  
REGISTERED: 04/21/1987  
REGISTRANT: Herman's Sporting Goods, Inc.  
STATUS: Renewal 04/21/2007

APPENDIX



1. **MARK: OMNI**  
**GOODS:** *Golf Clubs*
  
2. **MARK: ROYAL JAVELIN and Design**  
**GOODS:** *Fishing Rods*
  
3. **MARK: SKI MARATHON**  
**SERVICES:** *Retail Ski Equipment Store Services*
  
4. **MARK: SUNSET DESIGNS and Design**  
**GOODS:** *Camping Equipment, namely -- Backpacks; and Tents*
  
5. **MARK: OCEANIC**  
**GOODS:** *Fishing rods*
  
6. **MARK: OMNI**  
**GOODS:** *Sports equipment -- namely, golf clubs and golf balls*
  
7. **MARK: BUTCHART NICHOLLS**  
**GOODS:** *Sport clothes -- namely, golf clothing for men and women -- namely, pants, shorts, shirts, dresses, blouses, skirts, caps and socks, golf shoes and golf gloves*

4. **U.S. TRADEMARK REGISTRATION 1,412,350**  
**MARK:** HERMAN'S  
**CLASSES:** 018, 020  
**GOODS:** *Back Packs; Sleeping Bags*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 73/369,759  
**FILING DATE:** 06/15/1982  
**REGISTRATION NO.:** 1,412,350  
**REGISTERED:** 10/07/1986  
**PARTIAL CANCELLATION:** 01/08/1993 - Class 20  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
5. **U.S. TRADEMARK REGISTRATION 1,465,931**  
**MARK:** WE ARE SPORTS  
**CLASS:** 042  
**GOODS:** *Retail Sporting Goods Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 73/518,661  
**FILING DATE:** 01/22/1985  
**REGISTRATION NO.:** 1,465,931  
**REGISTERED:** 11/17/1987  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
6. **U.S. TRADEMARK REGISTRATION 1,835,000**  
**MARK:** HERMAN'S KIDS CLUB  
**CLASS:** 042  
**SERVICES:** *Retail Clothing Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 74/367,095  
**FILING DATE:** 03/11/1993  
**REGISTRATION NO.:** 1,835,000  
**REGISTERED:** 05/03/1994  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
7. **U.S. TRADEMARK REGISTRATION 1,980,193**  
**MARK:** HERMAN'S WINTER FESTIVAL  
**CLASS:** 041  
**SERVICES:** *Conducting entertainment exhibitions in the nature of sports competitions and/or events*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 74/562,356  
**FILING DATE:** 08/18/1994  
**REGISTRATION NO.:** 1,980,193  
**Registered:** 06/11/1996  
**Registrant:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.

## APPENDIX

1. **U.S. TRADEMARK REGISTRATION 919,928**  
**MARK:** HERMAN'S  
**CLASS:** 035  
**SERVICES:** *Retail Sporting Goods Store Services*  
**APPLICANT:** Herman's Sporting Good, Inc.  
**SERIAL NO.:** 72/330,132  
**FILING DATE:** 06/16/1969  
**REGISTRATION NO.:** 919,928  
**REGISTERED:** 09/07/1971  
**RENEWED:** 09/07/1991  
**REGISTRANT:** Herman's Sporting Good, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
  
2. **U.S. TRADEMARK REGISTRATION 920,892**  
**MARK:** HERMAN'S WORLD OF SPORTING GOODS and Design  
**CLASS:** 035  
**SERVICES:** *Retail Sporting Goods Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 72/330,131  
**FILING DATE:** 06/16/1969  
**REGISTRATION NO.:** 920,892  
**REGISTERED:** 09/21/1971  
**RENEWED:** 09/21/1991  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
  
3. **U.S. TRADEMARK REGISTRATION 1,166,861**  
**MARK:** TOTAL SPORTS  
**CLASSES:** 042  
**GOODS:** *Retail Department Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 73/248,153  
**FILING DATE:** 01/30/1980  
**REGISTRATION NO.:** 1 166.861  
**REGISTERED:** 08/25/1981  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.

## ASSIGNMENT

This ASSIGNMENT, having an effective date of the 23<sup>rd</sup> day of December 1999, by and between **REDA SPORTS, INC.**, a Pennsylvania corporation, having a principal place of business at 110 Main Street, P.O. Box 3609, West Easton, Pennsylvania 18043-3609. (hereinafter "**ASSIGNOR**") and **HERMAN'S, INC.**, a Nevada corporation, having a principal place of business at 351 Larkfield Road, East Northport, New York 11731 (hereinafter "**ASSIGNEE**")


WHEREAS, **ASSIGNOR** has acquired the trade names, trademarks and Registrations therefor, as listed on the attached Appendix, from Herman's Sporting Goods, Inc. pursuant to an Order of the Bankruptcy Court of the District of New Jersey approving a Private Sale of the trade names, trademarks and Registrations therefor to Reda Sports, Inc. and confirmed by an Assignment dated December 1 1997; and,

WHEREAS, **ASSIGNEE**, is desirous of acquiring and owning said trade names, trademarks and the U.S. Trademark Registrations received therefor, and the good will associated therewith, in accordance with an Agreement for transferring the ownership of said trade names, trademarks, Registrations and the associated good will executed concurrently herewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged said **ASSIGNOR** does assign unto the said **ASSIGNEE** all right, title, interest and claim in and to said trademarks, together with the good will of the business symbolized by the trademarks and associated therewith, and the Registrations of said marks, and any related legal and/or equitable claims appurtenant thereto.

REDA SPORTS, INC.

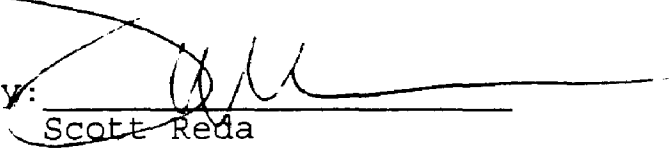
BY:

  
NAME: SCOTT L. REDA

TITLE: CHAIRMAN & CEO

SUNRISE INVESTORS, INC.

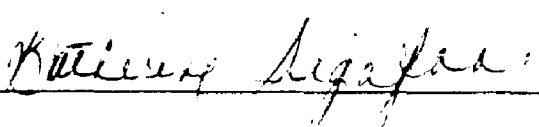
By:

  
Scott Reda  
Chairman and CEO

State of New Jersey     )  
                                      )  
County of Warren         )

Before me, the subscriber, a Notary Public of the State of New Jersey, County of Warren, personally appeared Scott Reda, the person who signed this instrument on behalf of Sunrise Investors, Inc., who was authorized to sign this instrument on behalf of said Corporation, and who acknowledged that he signed this instrument as a free act and deed.

Witness my hand and notarial seal this 3rd day of December, 1999.

  
\_\_\_\_\_

**KATHERINE SIGAFOS  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT. 7, 2000**



## APPENDIX

1. **MARK:** OMNI  
**GOODS:** *Golf Clubs*
  
2. **MARK:** ROYAL JAVELIN and Design  
**GOODS:** *Fishing Rods*
  
3. **MARK:** SKI MARATHON  
**SERVICES:** *Retail Ski Equipment Store Services*
  
4. **MARK:** SUNSET DESIGNS and Design  
**GOODS:** *Camping Equipment, namely -- Backpacks; and Tents*
  
5. **MARK:** OCEANIC  
**GOODS:** *Fishing rods*
  
6. **MARK:** OMNI  
**GOODS:** *Sports equipment -- namely, golf clubs and golf balls*
  
7. **MARK:** BUTCHART NICHOLLS  
**GOODS:** *Sport clothes -- namely, golf clothing for men and women -- namely, pants, shorts, shirts, dresses, blouses, skirts, caps and socks, golf shoes and golf gloves*

## ASSIGNMENT

This ASSIGNMENT, having an effective date of the 23<sup>rd</sup> day of December, 1999, by and between **SUNRISE INVESTORS, INC.**, a Pennsylvania corporation, having a principal place of business at 110 Main Street, P.O. Box 3609, West Easton, Pennsylvania 18043-3609, (hereinafter "**ASSIGNOR**") and **HERMAN'S, INC.**, a Nevada corporation, having a principal place of business at 351 Larkfield Road, East Northport, New York 11731 (hereinafter "**ASSIGNEE**").

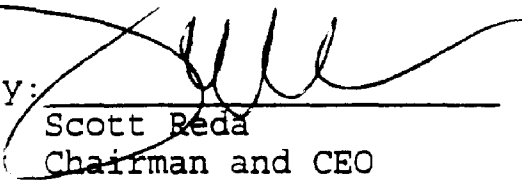
WHEREAS, **ASSIGNOR** has acquired the trade names, trademarks and Registrations therefor, as listed on the attached Appendix, from Reda Sports, Inc. by an Assignment dated December 7, 1997 and recorded in the U.S. Patent and Trademark Office on December 16, 1998 at Trademark Reel 1828, Frame 0174, comprising six (6) pages, which corporation acquired the trade names, trademarks and Registrations therefor from Herman's Sporting Goods, Inc. pursuant to an Order of the Bankruptcy Court of the District of New Jersey approving a Private Sale of the trade names, trademarks and Registrations therefor to Reda Sports, Inc. and confirmed by an Assignment dated December 1, 1997 and recorded in the U.S. Patent and Trademark Office on May 22, 1998 at Trademark Reel 1734, Frame 0135, comprising forty-two (42) pages; and,

WHEREAS, **ASSIGNEE**, is desirous of acquiring and owning said trade names, trademarks and the U.S. Trademark Registrations received therefor, and the good will associated therewith, in accordance with an Agreement for transferring the ownership of said trade names, trademarks, Registrations and the associated good will executed concurrently herewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said **ASSIGNOR** does assign unto the said **ASSIGNEE** all right, title, interest and claim in and to said trademarks, together with the good will of the business symbolized by the trademarks and associated therewith, and the Registrations of said marks, and any related legal and/or equitable claims appurtenant thereto.

SUNRISE INVESTORS, INC.

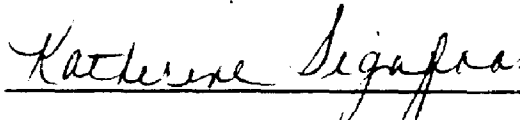
By:

  
\_\_\_\_\_  
Scott Reda  
Chairman and CEO

State of New Jersey )  
  )  
County of Warren        )

Before me, the subscriber, a Notary Public of the State of New Jersey, County of Warren, personally appeared Scott Reda, the person who signed this instrument on behalf of Sunrise Investors, Inc., who was authorized to sign this instrument on behalf of said Corporation, and who acknowledged that he signed this instrument as a free act and deed.

Witness my hand and notarial seal this 23rd day of December, 1999.

  
\_\_\_\_\_

KATHERINE SIGAFOS  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT. 7, 2000

## APPENDIX

1. **U.S. TRADEMARK REGISTRATION 919,928**  
**MARK:** HERMAN'S  
**CLASS:** 035  
**SERVICES:** *Retail Sporting Goods Store Services*  
**APPLICANT:** Herman's Sporting Good, Inc.  
**SERIAL NO.:** 72/330,132  
**FILING DATE:** 06/16/1969  
**REGISTRATION No.:** 919,928  
**REGISTERED:** 09/07/1971  
**RENEWED:** 09/07/1991  
**REGISTRANT:** Herman's Sporting Good, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
  
2. **U.S. TRADEMARK REGISTRATION 920,892**  
**MARK:** HERMAN'S WORLD OF SPORTING GOODS and Design  
**CLASS:** 035  
**SERVICES:** *Retail Sporting Goods Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 72/330,131  
**FILING DATE:** 06/16/1969  
**REGISTRATION No.:** 920,892  
**REGISTERED:** 09/21/1971  
**RENEWED:** 09/21/1991  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
  
3. **U.S. TRADEMARK REGISTRATION 1,166,861**  
**MARK:** TOTAL SPORTS  
**CLASSES:** 042  
**GOODS:** *Retail Department Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 73/248,153  
**FILING DATE:** 01/30/1980  
**REGISTRATION No.:** 1,166 861  
**REGISTERED:** 08/25/1981  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.

4. **U.S. TRADEMARK REGISTRATION 1,412,350**  
**MARK:** HERMAN'S  
**CLASSES:** 018, 020  
**GOODS:** *Back Packs Sleeping Bags*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 73/369,759  
**FILING DATE:** 06/15/1982  
**REGISTRATION NO.:** 1,412,350  
**REGISTERED:** 10/07/1986  
**PARTIAL CANCELLATION** 01/08/1993 - Class 20  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
5. **U.S. TRADEMARK REGISTRATION 1,465,931**  
**MARK:** WE ARE SPORTS  
**CLASS:** 042  
**GOODS:** *Retail Sporting Goods Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 73/518,661  
**FILING DATE:** 01/22/1985  
**REGISTRATION NO.:** 1,465,931  
**REGISTERED:** 11/17/1987  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
6. **U.S. TRADEMARK REGISTRATION 1,835,000**  
**MARK:** HERMAN'S KIDS CLUB  
**CLASS:** 042  
**SERVICES:** *Retail Clothing Store Services*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 74/367,095  
**FILING DATE:** 03/11/1993  
**REGISTRATION NO.:** 1,835,000  
**REGISTERED:** 05/03/1994  
**REGISTRANT:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.
7. **U.S. TRADEMARK REGISTRATION 1,980,193**  
**MARK:** HERMAN'S WINTER FESTIVAL  
**CLASS:** 041  
**SERVICES:** *Conducting entertainment exhibitions in the nature of sports competitions and/or events*  
**APPLICANT:** Herman's Sporting Goods, Inc.  
**SERIAL NO.:** 74/562,356  
**FILING DATE:** 08/18/1994  
**REGISTRATION NO.:** 1,980,193  
**Registered:** 06/11/1996  
**Registrant:** Herman's Sporting Goods, Inc.  
**ASSIGNEE:** Sunrise Investors, Inc.



## RELEASE OF SECURITY INTEREST

THIS **RELEASE** made as of this 21<sup>st</sup> day of December, 1999, by **Phillipsburg National Bank & Trust Company**, with an office at 305 Roseberry Street, P.O. Box 5360, Phillipsburg New Jersey 08865-5360 (hereinafter "**BANK**"), in favor of **Sunrise Investors, Inc.**, a Pennsylvania corporation, having a principal place of business at 8 Centre Square, Easton Pennsylvania 18042, (hereinafter "**SUNRISE**").

**WHEREAS, BANK** and **SUNRISE** were parties to a TRADEMARK SECURITY AGREEMENT dated March 9, 1999, and other related loan documents in which **SUNRISE** granted to **BANK** a security interest in certain identified assets of **SUNRISE** including, without limitation, any patents, patent applications, trademarks, trademark applications, trade names, service marks and service mark applications which it owned to secure certain "Liabilities" as defined in the Loan Documents, which Security Interest was recorded in the United States Patent and Trademark Office on May 10, 1999 at Trademark Reel 1897, Frame 0306, comprising 22 pages; and

**WHEREAS, BANK** is prepared to release the Security Interest in the certain identified assets of **SUNRISE** and to return those assets to **SUNRISE** free and clear of all encumbrances.

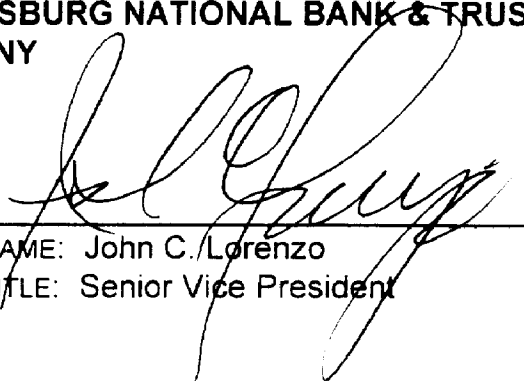
**NOW, THEREFORE**, in consideration of the promises set forth herein, and for other good and valuable consideration the receipt, sufficiency and adequacy of which are hereby acknowledged, **BANK** hereby releases the Security Interest created by the TRADEMARK SECURITY AGREEMENT of March 9, 1999, as well as all powers **BANK** may have had over the various properties and extinguishes all limitations on the right of **SUNRISE** to freely use and sell its various properties and any and all encumbrances **BANK** may have had on said properties, all of said properties which had been pledged to **BANK** by **SUNRISE** during the term of the TRADEMARK SECURITY AGREEMENT are those trademarks listed in the attached Appendix.

**BANK**, in releasing the Security Interest and Pledge made by **SUNRISE** hereby revests in **SUNRISE** all right, title, interest and claim in and to said Trademarks, together with the good will of the business symbolized by the Trademarks and associated therewith, and the Registrations of said marks, and any related legal and or equitable claims appurtenant thereto.

said TRADEMARK SECURITY AGREEMENT considered by the parties to be terminated with the Security Interest and Pledge contained therein nullified without any further consideration due to BANK.

**PHILLIPSBURG NATIONAL BANK & TRUST COMPANY**

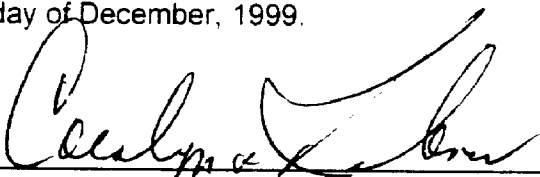
BY:

  
NAME: John C. Lorenzo  
TITLE: Senior Vice President

State of New Jersey )  
County of Warren ) ss:

Before me, the Subscriber, a Notary Public, for the State of New Jersey, County of WARREN, personally appeared **John C. Lorenzo**, the person who signed this instrument on behalf of **Phillipsburg National Bank & Trust Company**, who was authorized to sign this instrument on behalf of said Corporation, and who acknowledged that he signed this instrument as a free act and deed.

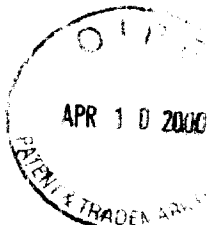
Witness my hand and notarial seal this 28~~th~~ day of December, 1999.

  
Notary Public (Seal)

**CAROLYN A. REBNER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires July 11, 2002**

MARCH 29, 1999

SANFORD J. PILTCH, ESQ.  
THE ARTRIUM - SUITE 204  
2895 HAMILTON BOULEVARD  
ALLENTOWN, PA 18104



PTAS

COPY

**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231



\*100927744A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/16/1998

REEL/FRAME: 1828/0174  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

ASSIGNOR:  
REDA SPORTS, INC.

DOC DATE: 12/07/1998  
CITIZENSHIP: PENNSYLVANIA  
ENTITY: CORPORATION

ASSIGNEE:  
SUNRISE INVESTORS, INC.  
100 NORTH THIRD STREET  
EASTON, PENNSYLVANIA 18042

CITIZENSHIP: PENNSYLVANIA  
ENTITY: CORPORATION

APPLICATION NUMBER: 72330132  
REGISTRATION NUMBER: 0919928

FILING DATE: 06/16/1969  
ISSUE DATE: 09/07/1971

MARK: HERMAN'S  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

RECEIVED APR 07 1999

TRADEMARK  
REEL: 002066 FRAME: 0876



APPLICATION NUMBER: 72330131  
REGISTRATION NUMBER: 0920892

FILING DATE: 06/16/1969  
ISSUE DATE: 09/21/1971

MARK: HERMAN'S WORLD OF SPORTING GOODS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73248153  
REGISTRATION NUMBER: 1166861

FILING DATE: 01/30/1980  
ISSUE DATE: 08/25/1981

MARK: TOTAL SPORTS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73369759  
REGISTRATION NUMBER: 1412350

FILING DATE: 06/15/1982  
ISSUE DATE: 10/07/1986

MARK: HERMAN'S  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73518661  
REGISTRATION NUMBER: 1465931

FILING DATE: 01/22/1985  
ISSUE DATE: 11/17/1987

MARK: WE ARE SPORTS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74367095  
REGISTRATION NUMBER: 1835000

FILING DATE: 03/11/1993  
ISSUE DATE: 05/03/1994

MARK: HERMAN'S KIDS CLUB  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74562356  
REGISTRATION NUMBER: 1980193

FILING DATE: 08/18/1994  
ISSUE DATE: 06/11/1996

MARK: HERMAN'S WINTER FESTIVAL  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SHARMALLA COATES, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

12-22-1998



100927744

12-16-98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 Assignment.)

FOR OFFICE USE ONLY

12/21/1998 NGUYEN 00000306 919928

190E

01 FC:481 40.00 OP  
02 EC:482 150.00 OP

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

REEL: 002066 FRAME: 0878

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="919,928"/>	<input type="text" value="1,412,350"/>	<input type="text" value="1,980,193"/>
<input type="text" value="920,892"/>	<input type="text" value="1,465,931"/>	<input type="text"/>
<input type="text" value="1,166,861"/>	<input type="text" value="1,835,000"/>	<input type="text"/>

**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

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:

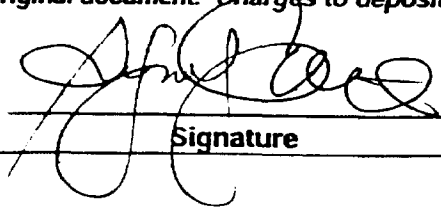
Yes

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.

Name of Person Signing



Signature

Date Signed

# **ASSIGNMENT**

This Assignment, having an effective date of the 7<sup>th</sup> day of December, 1998, by and between **REDA SPORTS, INC.**, a corporation of the Commonwealth of Pennsylvania, having a business address at 110 Main Street, P.O. Box 3609, West Easton, Pennsylvania 18043-3609 (hereinafter "**ASSIGNOR**") *and* **SUNRISE INVESTORS, INC.**, a corporation of the Commonwealth of Pennsylvania, having a principal place of business at 100 North Third Street, Easton, Pennsylvania 18042 (hereinafter "**ASSIGNEE**").

WHEREAS, **ASSIGNOR** has acquired and used the trade names and trademarks "**HERMAN'S**"; "**HERMAN'S WORLD OF SPORTING GOODS and Design**"; "**TOTAL SPORTS**"; "**HERMAN'S**"; "**WE ARE SPORTS**"; "**HERMAN'S KIDS CLUB**"; and "**HERMAN'S WINTER FESTIVAL**" (hereinafter referred to as the "Marks") and the U.S. Trademark Registrations for said Marks, and the goodwill associated therewith, by assignment from the original Registrant who adopted and used said marks and applied for and received said Registrations for the Marks, a Schedule of Trademarks containing a listing of each of said Registrations for the Marks, including a detailed description thereof, is attached hereto and made part hereof as Appendix A; and

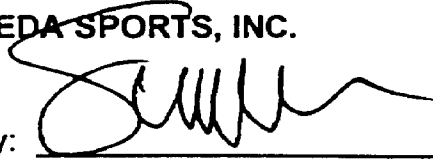
WHEREAS, **ASSIGNEE** is desirous of acquiring and owning said trade names, trademarks and the U.S. Trademark Registrations received therefor, and the good will associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said **ASSIGNOR** does assign and transfer to the said **ASSIGNEE** all right, title, interest and claim in and to said Marks as set forth on the attached Schedule of Trademarks, together with the good will of the business symbolized by the Marks and associated therewith, and the Registrations for said Marks, and any related legal and/or equitable claims appurtenant thereto, to be held and enjoyed by the above-named **ASSIGNEE**, for **ASSIGNEE's** own use and behoof, and for **ASSIGNEE's** legal representatives and assigns, to the full end of the term or terms for which said Registrations were granted, as fully and entirely as the same would

have been held by the undersigned ASSIGNOR had this assignment and sale not been made; all without further or additional compensation to the ASSIGNOR.

REDA SPORTS, INC.

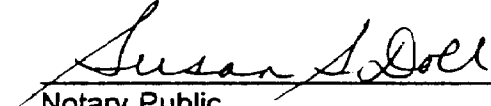
By:

  
\_\_\_\_\_  
Scott L. Reda  
Chairman and CEO

State of Pennsylvania )  
County of Northampton ) ss:  
 )

Before me, the Subscriber, a Notary Public, for the State of Pennsylvania, County of Northampton, personally appeared **Scott L. Reda**, the person who signed this instrument on behalf of **Reda Sports, Inc.**, who was authorized to sign this instrument on behalf of said Corporation, and who acknowledged that he signed this instrument as a free act and deed.

Witness my hand and notarial seal this 7<sup>th</sup> day of December, 1998.

 (Seal)  
Notary Public

NOTARIAL SEAL  
SUSAN S. DOLL, Notary Public  
Easton, Northampton County  
My Commission Expires July 3, 1999

## APPENDIX A

### SCHEDULE OF TRADEMARKS

1. **U.S. Trademark Registration 919,928**  
**Mark:** HERMAN'S  
**Class:** 035  
**Services:** Retail Sporting Goods Store Services  
**Applicant:** Herman's Sporting Good, Inc.  
**Serial No.:** 72/330,132  
**Filing Date:** 06/16/1969  
**Registration No.:** 919,928  
**Registered:** 09/07/1971  
**Registrant:** Herman's Sporting Good, Inc.
  
2. **U.S. Trademark Registration 920,892**  
**Mark:** HERMAN'S WORLD OF SPORTING GOODS and Design  
**Class:** 035  
**Services:** Retail Sporting Goods Store Services  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 72/330,131  
**Filing Date:** 06/16/1969  
**Registration No.:** 920,892  
**Registered:** 09/21/1971  
**Registrant:** Herman's Sporting Goods, Inc.
  
3. **U.S. Trademark Registration 1,166,861**  
**Mark:** TOTAL SPORTS  
**Class:** 042  
**Services:** Retail Department Store Services  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/248,153  
**Filing Date:** 01/30/1980  
**Registration No.:** 1,166,861  
**Registered:** 08/25/1981  
**Registrant:** Herman's Sporting Goods, Inc.
  
4. **U.S. Trademark Registration 1,412,350**  
**Mark:** HERMAN'S  
**Classes:** 018, 020  
**Goods:** Back Packs; Sleeping Bags  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/369,759  
**Filing Date:** 06/15/1982  
**Registration No.:** 1,412,350  
**Registered:** 10/07/1986  
**Registrant:** Herman's Sporting Goods, Inc.

5. **U.S. Trademark Registration 1,465,931**  
**Mark:** WE ARE SPORTS  
**Class:** 042  
**Services:** Retail Sporting Goods Store Services  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/518,661  
**Filing Date:** 01/22/1985  
**Registration No.:** 1,465,931  
**Registered:** 11/17/1987  
**Registrant:** Herman's Sporting Goods, Inc.
6. **U.S. Trademark Registration 1,835,000**  
**Mark:** HERMAN'S KIDS CLUB  
**Class:** 042  
**Services:** Retail Clothing Store Services  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 74/367,095  
**Filing Date:** 03/11/1993  
**Registration No.:** 1,835,000  
**Registered:** 05/03/1994  
**Registrant:** Herman's Sporting Goods, Inc.
7. **U.S. Trademark Registration 1,980,193**  
**Mark:** HERMAN'S WINTER FESTIVAL  
**Class:** 041  
**Services:** Conducting entertainment exhibitions in the nature of sports competitions  
and/or events  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 74/562,356  
**Filing Date:** 08/18/1994  
**Registration No.:** 1,980,193  
**Registered:** 06/11/1996  
**Registrant:** Herman's Sporting Goods, Inc.

COPY

## ASSIGNMENT

This Assignment, having an effective date of the 1st day of December, 1997, by and between **HERMAN'S SPORTING GOODS, INC.**, a Delaware corporation, having a business address at 2 Germak Drive, Carteret, New Jersey 07008, (hereinafter "**ASSIGNOR**") *and* **REDA SPORTS, INC.**, a Pennsylvania corporation, having a principal place of business at 110 Main Street, P.O. Box 3609, West Easton, Pennsylvania 18043-3609 (hereinafter "**ASSIGNEE**")

WHEREAS, **ASSIGNOR** adopted and used the trade names and trademarks "**BUTCHART NICHOLLS**"; "**BUTCHART-NICHOLLS**"; "**CAMP-A-RAMA**"; "**EZ RIDER (Stylized)**"; "**MICRO-FLEX**"; "**OCEANIC**"; "**OMNI**"; "**ROYAL JAVELIN (Stylized)**"; and "**SEA CRUISER**" (hereinafter referred to as the "Marks") and applied for and received several U.S. Trademark Registrations for the Marks, a Schedule of Trademarks containing a listing of each of said Registrations for the Marks, including a detailed description thereof, is attached hereto and made part hereof as Appendix A; and

WHEREAS, **ASSIGNOR** is a Debtor in Bankruptcy under Chapter 11, Title 11 of the United States Code § 1101, et seq. in the United States Bankruptcy Court for the District of New Jersey captioned In re: Herman's Sporting Goods, Inc., Bankruptcy No.: 96-33538 [WHG], and an Order approving the sale of certain trademark properties of the **ASSIGNOR** to the **ASSIGNEE** has issued from the Bankruptcy Court entitled Approving Private Sale Agreement With Reda Sports, Inc. dated December 11, 1997, a copy of said Order is attached hereto and made part hereof as Exhibit A; and

WHEREAS, **ASSIGNEE** is desirous of acquiring and owning said trade names, trademarks and the U.S. Trademark Registrations received therefor, and the good will associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said **ASSIGNOR** does assign and transfer to the said **ASSIGNEE** all right, title, interest and claim in and to said Marks as set forth on the attached Schedule of Trademarks,



together with the good will of the business symbolized by the Marks and associated therewith, and the Registrations for said Marks, and any related legal and/or equitable claims appurtenant thereto, to be held and enjoyed by the above-named **ASSIGNEE**, for **ASSIGNEE's** own use and behoof, and for **ASSIGNEE's** legal representatives and assigns, to the full end of the term or terms for which said Registrations were granted, as fully and entirely as the same would have been held by the undersigned **ASSIGNOR** had this assignment and sale not been made; all without further or additional compensation to the **ASSIGNOR**..

**HERMAN'S SPORTING GOODS, INC.**

By: Thomas J. Noonan Jr.  
Name: THOMAS J. NOONAN, JR.  
Title: RESPONSIBLE PERSON

State of New Jersey )  
County of Somerset ) ss:

Before me, the Subscriber, a Notary Public, for the State of New Jersey, County of Somerset personally appeared Thomas J. Noonan, Jr., the person who signed this instrument on behalf of **Herman's Sporting Goods, Inc.**, who was authorized to sign this instrument on behalf of said Corporation, and who acknowledged that he/she signed this instrument as a free act and deed.

Witness my hand and notarial seal this 5 day of March, 1998.

Dorothy A. Pietrucha (Seal)  
Notary Public

**DOROTHY A. PIETRUCHA**  
Notary Public, New Jersey  
My Commission Expires September 27, 1999

**APPENDIX A**

**SCHEDULE OF TRADEMARKS**

1. **U.S. Trademark Registration 1,113,199**  
**Mark:** BUTCHART NICHOLLS  
**Class:** 025  
**Goods:** Sport clothes -- namely, golf clothing for men and women -- namely, pants, shorts, shirts, dresses, blouses, skirts, caps and socks, golf shoes and golf gloves  
**Applicant:** W. R. Grace & Co.  
**Serial No.:** 73/144,525  
**Filing Date:** 10/13/1977  
**Registration No.:** 1,113,199  
**Registered:** 02/13/1979  
**Registrant:** Herman's Sporting Goods, Inc.
  
2. **U.S. Trademark Registration 1,140,016**  
**Mark:** BUTCHART-NICHOLLS  
**Class:** 028  
**Goods:** Golf equipment and accessories -- namely, golf clubs, golf balls, golf covers, golf spikes and golf tees  
**Applicant:** W. R. Grace & Co.  
**Serial No.:** 73/100,704  
**Filing Date:** 09/22/1976  
**Registration No.:** 1,140,016  
**Registered:** 09/30/1980  
**Registrant:** Herman's Sporting Goods, Inc.
  
3. **U.S. Trademark Registration 1,182,516**  
**Mark:** CAMP-A-RAMA  
**Class:** 042  
**Services:** Retail Sporting Goods Store Services  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/230,919  
**Filing Date:** 09/11/1979  
**Registration No.:** 1,182,516  
**Registered:** 12/15/1981  
**Registrant:** Herman's Sporting Goods, Inc.

4. **U.S. Trademark Registration 1,437,215**  
**Mark:** EZ RIDER (Stylized)  
**Classes:** 012  
**Goods:** Manually pulled golf carts  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/318,814  
**Filing Date:** 07/13/1981  
**Registration No.:** 1,437,215  
**Registered:** 04/21/1987  
**Registrant:** Herman's Sporting Goods, Inc.

5. **U.S. Trademark Registration 1,212,523**  
**Mark:** MICRO-FLEX  
**Class:** 028  
**Goods:** Fishing line  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/273,558  
**Filing Date:** 08/11/1980  
**Registration No.:** 1,212,523  
**Registered:** 10/12/1982  
**Registrant:**

6. **U.S. Trademark Registration 1,100,884**  
**Mark:** OCEANIC  
**Class:** 028  
**Goods:** Fishing rods  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/148,820  
**Filing Date:** 11/16/1977  
**Registration No.:** 1,100,884  
**Registered:** 08/29/1978  
**Registrant:** Herman's Sporting Goods, Inc.

7. **U.S. Trademark Registration 1,107,412**  
**Mark:** OMNI  
**Class:** 028  
**Goods:** Sports equipment -- namely, golf clubs and golf balls  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/133,071  
**Filing Date:** 07/07/1977  
**Registration No.:** 1,107,412  
**Registered:** 11/28/1978  
**Registrant:** Herman's Sporting Goods, Inc.

8. **U.S. Trademark Registration 1,148,444**  
**Mark:** ROYAL JAVELIN (Stylized)  
**Class:** 025  
**Goods:** Swimwear  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/131,744  
**Filing Date:** 06/24/1977  
**Registration No.:** 1,148,444  
**Registered:** 03/17/1981  
**Registrant:** Herman's Sporting Goods, Inc.

9. **U.S. Trademark Registration 1,175,070**  
**Mark:** SEA CRUISER  
**Class:** 012  
**Goods:** Inflatable boats  
**Applicant:** Herman's Sporting Goods, Inc.  
**Serial No.:** 73/281,887  
**Filing Date:** 10/15/1980  
**Registration No.:** 1,175,070  
**Registered:** 10/27/1991  
**Registrant:** Herman's Sporting Goods, Inc.

and the Registrations for said Marks, and any related legal and/or equitable claims appurtenant thereto, to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and behoof, and for ASSIGNEE's legal representatives and assigns, to the full end of the term or terms for which said Registrations were granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made, all without further or additional compensation to the ASSIGNOR..

**HERMAN'S SPORTING GOODS, INC.**

By: Thomas J. Neenan, Jr.  
Name: THOMAS J. NEENAN, JR.  
Title: RESPONSIBLE PERSON

State of New Jersey )  
County of Somerset ) ss:

Before me, the Subscriber, a Notary Public, for the State of New Jersey, County of Somerset, personally appeared Thomas J. Neenan, Jr., the person who signed this instrument on behalf of **Herman's Sporting Goods, Inc.**, who was authorized to sign this instrument on behalf of said Corporation, and who acknowledged that he/she signed this instrument as a free act and deed.

Witness my hand and notarial seal this 5 day of March, 1998.

Dorothy A. Pietrucha (Seal)  
Notary Public

**DOROTHY A. PIETRUCHA**  
Notary Public, New Jersey  
My Commission Expires September 27, 1999