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ONLY

TOWNSEND & TOWNSEND

Tab settings

To the Honorable Commiss

ecord the attached original documents or copy thereof.

1. Name of conveying party(ies):

ATHLETA LLC
1610 Corporate Circle
Petaluma, CA 94954

☐ Individual ☐ Association
☐ General Partnership ☐ Limited Partnership
Corporation-State
X Other : California Limited Liability Company
Other Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

X Assignment ☐ Merger
☐ Security Agreement Change of Name
X Other Correct recordation at Reel/Frame 1890/0180

Execution Date: March 16, 1999

e and address of receiving party(ies)

AM 8: 04

RECEIVED

Name: ATHLETA CORPORATION
Internal Address:
Street Address: 1610 Corporate Circle
City: Petaluma State: CA ZIP: 94954

☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State CA
☐ Other _____

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

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

A. Trademark Application No.(s)

75/404,598
75/649,575
75/649,576

B. Trademark Registration No.(s)

Additional numbers attached ☐ Yes ☒ No

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

Name: Michael J. Hynak

Internal Address: Hynak & Associates, PC

Street Address: 812 S. Courthouse Road

City: Arlington State: VA ZIP: 22204

6. Total number of applications and registrations involved..... 3

7. Total fee (37 CFR 3.41)..... $55.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature

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

Michael J. Hynak
Name of Person Signing

Signature

10-15-99
Date

Total number of pages including cover sheet, attachments and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CERTIFICATION

I, Gretchen E. Crews, hereby certify that the photocopy attached hereto is a true and correct copy of the original of that certain Assignment, dated as of March 16, 1999, by Athleta LLC, a California limited liability company, to Athleta Corporation, a California corporation.

Gretchen E. Crews

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN FRANCISCO)

On this 30th day of September, 1999, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, appeared GRETCHEN E. CREWS, known to me on the basis of satisfactory evidence to be the person who executed the foregoing Certification and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC

HELEN WONG
Commission #1086007
Notary Public — California
San Francisco County
My Comm. Expires Feb 1 2000

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ASSIGNMENT OF TRADEMARK

WHEREAS, ATHLETA LLC, a California limited liability company (the "LLC"), has applied for registration of the trademark "ATHLETA" pursuant to an application with the Serial Number 75/404598, filed with the United States Patent and Trademark Office on December 12, 1997, and applications with the Serial Numbers 75/649575 and 75/649576, both filed on February 25, 1999 (collectively, the "Applications," or, to the extent that the Applications have matured into registrations, the "Registrations"); and

WHEREAS, Athleta Corporation, a California corporation (the "Corporation"), desires to acquire the Applications, the Registrations (if any), all other right, title and interest held by the LLC in and to the trademark ATHLETA, and all associated goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LLC hereby assigns to the Corporation all right, title and interest in and to the Applications, the Registrations (if any), the trademark ATHLETA, and all associated goodwill.

Dated as of March 16, 1999.

ATHLETA LLC, a California
limited liability company

By: _____
Scott W. Kersilake, Manager

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CERTIFICATION

I, Gretchen E. Crews, hereby certify that the photocopy attached hereto is a true and correct copy of the original of that certain Liquidation Assignment and Assumption Agreement, dated as of March 16, 1999, by and between Athleta LLC, a California limited liability company, and Athleta Corporation, a California corporation.

Gretchen E. Crews

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN FRANCISCO)

On this 30th day of September, 1999, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, appeared GRETCHEN E. CREWS, known to me on the basis of satisfactory evidence to be the person who executed the foregoing Certification and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC

HELEN WONG
Commission #1086007
Notary Public — California
San Francisco County
My Comm. Expires Feb 1, 2003

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ATHLETA LLC/ATHLETA CORPORATION

LIQUIDATION ASSIGNMENT AND ASSUMPTION AGREEMENT

This Liquidation Assignment and Assumption Agreement (this "Agreement") is entered into as of March 16, 1999, by and between ATHLETA CORPORATION, a California corporation (the "Member"), and ATHLETA LLC, a California limited liability company (the "LLC").

1. Assignment. The LLC hereby assigns, transfers and conveys to the Member all of its right, title, and interest in and to all of its property, both real and personal, tangible and intangible, whether known or unknown, including without limitation the following:

1.1 All rights pertaining to the trademark "Athleta," including all registrations or applications for registration associated therewith (in particular application number 75/404598, filed with the United States Patent and Trademark Office on December 12, 1997), together with all goodwill associated with such mark;

1.2 All of the LLC's rights as Tenant under that certain Lease (the "Lease") with RNM Lakeville, L.P., a California limited partnership, as Landlord, dated March 31, 1998; and

1.3 All other assets owned by the LLC or used in or relating in any way to the business conducted by the LLC, including without limitation all inventory; accounts receivable; cash and marketable securities; tax and other refunds; prepayments and pre-paid expenses; furniture, fixtures and equipment; licenses, permits and other governmental authorizations; goodwill; advertising and promotional material; and any rights pursuant to any other contracts to which the LLC is a party.

2. Assumption. The Member hereby assumes all of the liabilities and obligations of the LLC, including without limitation accounts payable; taxes, levies and other governmental assessments; obligations under any contracts to which the LLC is a party, including without limitation the Lease; and any other liabilities or obligations of the LLC relating in any way to the business formerly conducted by the LLC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

THE LLC:

ATHLETA LLC,
a California limited liability company

By: _____
Scott W. Kerslake, Manager

[SIGNATURES CONTINUED ON NEXT PAGE]

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THE MEMBER:

ATHLETA CORPORATION,
a California corporation

By: _____
Scott W. Kerslake, President

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