

07-28-2000



101416113

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6-30-00

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

Name Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/27/2000 MTHA11 00000299 500237 1846091

01 FC:481 40.00 CH

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="1,846,091"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<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:

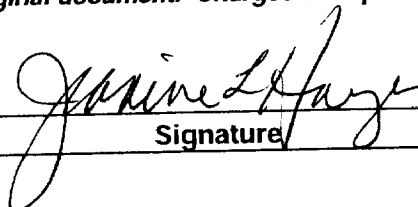
Yes No

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.

Jeanine L. Hayes

Name of Person Signing



Signature

6/29/00

Date Signed

ASSIGNMENT AND CONVEYANCE AGREEMENT

WHEREAS, GPS BRAND SERVICES, INC., a California corporation ("Assignor"), located at One Harrison Street, San Francisco, California 94105, owns the trademark CLOSE, United States Registration No. 1,846,091; and

WHEREAS, GAP (APPAREL) INC., a California corporation ("Assignee"), located at 900 Cherry Avenue, San Bruno, California 94066, is desirous of acquiring said mark;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee all right, title and interest in and to said mark, together with the good will of the business symbolized by the mark, and the above identified registration of said mark.

TO HAVE AND TO HOLD, all the property and assets hereby respectively granted, bargained, conveyed, transferred and assigned, or intended so to be, unto Assignee, its successors and assigns for their own use forever, free and clear of all encumbrances.

The Assignor agrees to execute for the benefit of Assignee such supplemental deeds and assignments for particular items of property intended to be covered by this Assignment and Conveyance Agreement as Assignee may reasonably require from time to time to evidence or perfect their title to the property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 29th day of June, 2000.

GPS BRAND SERVICES, INC.

GAP (APPAREL) INC.

By Jeanine L. Hayes

By Julie H. Hamberg

Jeanine L. Hayes
Name

Julie H. Hamberg
Name

IP Attorney
Title

President, COO
Title