

11-09-2000

FORM PTO-1594

U.S. DEPARTMENT OF COMMERCE

1-31-92

MED
10-24-00

REC



HEET

Patent and Trademark Office

101511879

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 EASTPAK CORPORATION
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Delaware)
 Other _____
 Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
 Name: Jansport Apparel Corp.
 Internal Address: 200 Weldin Building
 Street Address: 3411 Silverside Rd.
 City: Wilmington State: DE ZIP: 19810

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 Merger
 Security Agreement Change of Name
 Other _____

 Execution Date: May 26, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See attached Schedule 1
 B. Trademark registration No.(s)
 See attached Schedule 1
 Additional numbers attached? Yes No

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

 Name: BRENDA J. CLEMENTS

 Internal Address: WRANGLER CLOTHING CORP.

 Street Address: 200 WELDIN BLDG.
3411 SILVERSIDE RD.

 City: WILMINGTON State: DE ZIP: 19810

6. Total number of applications
 and registrations involved: 19

 7. Total fee (37 CFR 3.41):.....\$ 490.00
 Enclosed
 Authorized to be charged to deposit account

 8. Deposit Account number:

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

DO NOT USE THIS SPACE

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

Jacquelyn A. Pellegrino 10/24/00
 Name of Person Signing Signature Date

 Total number of pages comprising cover sheet: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

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TRADEMARK
REEL: 002170 FRAME: 0659

**ASSIGNMENT OF PROPRIETARY RIGHTS
IN TRADEMARKS**

THIS ASSIGNMENT OF PROPRIETARY RIGHTS IN TRADEMARKS (the "**Assignment**") is made this 26 day of May, 2000, by Eastpak Corporation, a Delaware corporation located at 900 Chelmsford Street, Lowell, Massachusetts 01851, U.S.A., and wholly owned Subsidiary of Seller (as hereinafter defined), hereafter, "**Assignor**", and Jansport Apparel Corp., a Delaware corporation located at 3411 Silverside Road, 200 Weldin Building, Wilmington, Delaware 19810, U.S.A., a wholly owned Subsidiary of Buyer (as hereinafter defined), hereinafter referred to as "**Assignee**".

WITNESSETH:

WHEREAS, Sunbeam Corporation, a corporation organized under the laws of the State of Delaware ("**Seller**"), and VF Corporation, a corporation organized under the laws of the Commonwealth of Pennsylvania ("**Buyer**"), have executed the Asset Purchase Agreement dated March 18, 2000, as amended (the "**Asset Purchase Agreement**") (capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement) pursuant to which, and subject to the terms and conditions of which, Buyer (or one or more Buyer Subsidiaries) agrees to purchase from Seller (or one or more of the Eastpak Subsidiaries), and Seller agrees to (and to cause one or more of the Eastpak Subsidiaries to) sell, transfer and deliver to Buyer, all of the Purchased Assets;

WHEREAS, Assignor is the owner of all the right, title and interest in, to and under the trademarks which are registered in, and the trademark applications which were filed with, the appropriate legal, administrative or regulatory entities in the countries and jurisdictions so indicated, as set forth in Schedules 3.18(a), 3.18(b) and 3.20(a) to the Asset Purchase Agreement (collectively, the "**Trademarks**");

NOW, THEREFORE, in consideration of the sale of the Trademarks and in accordance with the terms of the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee, and its successors and assigns forever, all right, title and interest, whether based in statutory or common law, in, to or arising under the Trademarks including, but not limited to, those listed in Schedule 1 attached hereto, together with the goodwill of the business symbolized thereby, and the rights to sue for, and remedies against, past, present and

future infringements thereof, and right of priority and protection of interest therein; provided that this Agreement shall not constitute an agreement to assign any Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a governmental entity or a third party thereto would result in a violation of law or would constitute a breach or other contravention of such Purchased Asset or adversely affect the rights of Buyer or Seller or their respective Subsidiaries thereunder. In such event, the provisions of Section 2.05(a) of the Asset Purchase Agreement shall govern.

2. If any Trademarks owned by Assignor are not registered or recorded in the name of Assignor, Assignor agrees to comply with Assignee's and Buyer's request to supply the documents required for the assignment of such Trademarks as a result of those Trademarks not being in the name of Assignor.

3. At the Closing and from time to time after the Closing, at the request of Assignee or Buyer and without further consideration, Assignor shall promptly execute and deliver to Assignee or to any Affiliate of Buyer designated by Buyer such agreements, certificates and other instruments of sale, conveyance, assignment and transfer, and take such other action, as may be reasonably requested by Assignee or Buyer more effectively to sell, convey, assign and transfer to and vest in Assignee or any Affiliate of Buyer designated by Buyer (or to put Assignee or such Buyer Affiliate in possession of) any of the Trademarks. Assignor shall assist Assignee and any Affiliate of Buyer in registering the Trademarks with the appropriate governmental entities in any jurisdiction requested by Assignee or any Affiliate of Buyer designed by Buyer as set forth in Section 7.05 of the Asset Purchase Agreement.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. In the event of any conflict between any of the terms and conditions of this Agreement and any of the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

EASTPAK CORPORATION

JANSPORT APPAREL CORP.

By:

Steven P. Berrett
Name: **STEVEN P. BERRETT**
Title: **VP**
10/10/00

By:

George P. Warren, Jr
Name: **George P. Warren, Jr**
Title: **Vice President**

Subscribed and sworn to before me this *2nd* day of *October*, 2000.

Subscribed and sworn to before me this *13th* day of *October*, 2000.

Diane Kay Vickery
Notary Public

Andrea J. Smith
Notary Public



Diane Kay Vickery
Commission # 00 831903
Expires May 2, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

ANDREA J. SMITH
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires April 17, 2002

SCHEDULE 1**A. REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
GUARANTEED FOR LIFE MAYBE LONGER	2,305,567	1/4/00
E-SYSTEM AND DESIGN	2,345,766	4/25/00
E-SYSTEM	2,343,800	4/18/00
BUILT TOUGHER WORKS SMARTER	2,343,801	4/18/00
AMERICA'S BEST BACKPACK COMPANY	1,857,402	10/4/94
EASTPAK	2,168,049	6/23/98
EASTPAK	1,849,955	8/16/94
EASTPAK	1,524,386	2/14/89
EASTPAK	2,017,368	11/19/96
EASTPAK	2,126,764	01/06/98
EASTPAK & DESIGN	2,164,407	6/09/98
EASTPAK & DESIGN	2,088,760	8/19/97
EASTPAK LOGO	2,226,566	2/23/99
LEADER OF THE PACKS	1,358,041	9/03/85
NWS EAST-PAK (AND DESIGN)	1,141,789	11/25/80
SKELETON DESIGN	1,990,566	7/30/96

SCHEDULE 1

B. APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
EASTPAK	75/777,877	8/17/99
MLS & DESIGN	75/813,269	10/1/99
MOBILE LIFE SUPPORT	75/813,270	10/1/99