

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



01-29-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
TRADEMARK



01-10-2001

101597700

1.10.01

Our Ref.: 48737-0000

U.S. Patent & TMO/TM Mail Rcpt Dt. #

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  
December 28, 2000

210823

**Conveying Party**

\_\_\_\_ Mark if additional names of conveying parties attached

Name Bigfoot International, Inc.

Execution Date  
Month Day Year

December 28, 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

\_\_\_\_ Mark if additional names of receiving parties attached

Name Bigfoot.com, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1841 Broadway

Address (line 2) Suite 609

Address (line 3) New York, NY 10023

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other \_\_\_\_\_  
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.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

01/26/2001 6TOM11 00000154 2108223  
01-FC1401 40.00 DP  
02-FC1402 25.00 DP  
1-NY/1237169.1

**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 (212) 309-6764

Name Jessica N. Cohen, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP, ATTN: TMSU

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers are 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)

2,108,223

2,355,057

**Number of Properties** Enter the total number of properties involved. 2

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

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: 13-4520

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.*

Jessica N. Cohen  
Name of Person Signing

  
Signature

January 4, 2001  
Date Signed

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 28th day of December, 2000 by and between Bigfoot International, Inc., a Delaware corporation, having a principal business address at 521 Fifth Avenue, New York, NY 10017, (hereinafter "Assignor"), and Bigfoot.com, Inc., a Delaware corporation, having a principal business address at 1841 Broadway - Suite 609, New York, NY 10023, (hereinafter "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the United States and foreign trademarks as they are used in connection with the goods and services listed in the respective trademark registrations listed on the attached Schedule A, and the registrations therefor (collectively the "Marks"), together with the goodwill developed through use of the Marks; and

WHEREAS, Assignee is desirous of acquiring all such rights to the Marks, and the registrations therefor;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee,
  - (a) all right, title and interest in and to the Marks identified in Schedule A and the goodwill appurtenant thereto, and
  - (b) the right to bring suit and recover for damages and profits for past infringements thereof.
2. Retained Rights. Assignor retains any rights in and to use the BIGFOOT and Footprint Design marks other than those specifically assigned herein. Assignee recognizes and acknowledges Assignor's continued rights to use the marks in connection with such services as it currently uses them and any other services or goods in the future, other than as set forth herein.
3. Further Assurances.
  - (a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of the Marks.
  - (b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of

the title of Assignee as owner of all right, title and interest in and to the Marks identified in Schedule A.

4. Amendment No modification or amendment of any provision of this Assignment shall be valid unless in writing and executed by all parties to this Agreement.

5. Counterparts This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which shall constitute one and the same agreement.

6. Successors and Assigns This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Entire Agreement This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective.

8. Governing Law This Assignment will be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date hereof.

**BIGFOOT INTERNATIONAL, INC.**

Assignor

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_ WILLIAM H. MITCHELL  
CHIEF OPERATING OFFICER

**BIGFOOT.COM, INC.**

Assignee


TREASURER / SECRETARY  
BIG FOOT INTERNATIONAL, INC

By: 

Name: Lenny Barshack

Title: Chairman

**SCHEDULE A**

MARK	REGISTRATION NO.	COUNTRY	STATUS
BIGFOOT	2,108,223	UNITED STATES	REGISTERED
BIGFOOT	647800	EUROPEAN COMMUNITY TRADEMARK	REGISTERED
BIGFOOT	17788	ARUBA	REGISTERED
Design  	2,355,057	UNITED STATES	REGISTERED

1-NY:1206126.2

-3-

\*\* TOTAL PAGE.04 \*\*

MORGAN LEWIS/BOCKIUS PAGE.04

**TRADEMARK**

**REEL: 002222 FRAME: 0170**

**RECORDED: 01/10/2001**