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01-29-2001

U.S. Patent & TMOfc/TM Mail Ropt Dt. #54

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To the Honorable Commissioner of Patents an	d Trademarks. Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
William H. Kaufman Inc.	Name: KSRL Corporation
[ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited [X] Corporation-State Partnership [ ] Other	Internal Address:  Street Address:6600 N. Baltimore  City Portland State OR ZIP 97203  [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] 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?
4. Application number(s) or registration n  A. Trademark App. Serial No. 75/402,38	{ ] Yes [X] No umber(s):
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> </ol>	6. Total number of applications and registrations involved: [6]
Name: Charles D. McClung Address: Chernoff, Vilhauer, McClung  & Stenzel, LLP 1600 ODS Tower 601 S.W. Second Avenue Portland, Oregon 97204-3157	7. Total fee (37 CFR 3.41 and 2.6(q))\$140.00 [X] Enclosed [] Authorized to be charged to deposit account [X] Any deficiencies in enclosed fees authorized to be charged to deposit account  8. Deposit Account No. 03-1550 (Attach duplicate copy of this page if paying by deposit account)
DO N	OT USE THIS SPACE
9. Statement and signature.  To the best of my knowledge and belief, attached copy is a true copy of the ori  Charles D. McClung  Name of Person Signing	the foregoing information is true and correct and any ginal document.  Signature  1/23/01 Date
Total number of pages comp	rising cover sheet, attachments, and documents: [8]
Do not detac	h this portion
Mail documents to be recorded with required	d cover sheet information to:
Commissioner of Patents an Box Assignments Washington, DC 20231	d Trademarks
document to be recorded, including time for and completing and reviewing the sample complete the U.S. Parent and Trademark Office, Off	ver sheet is estimated to average about 30 minutes per r reviewing the document and gathering the data needed, ver sheet. Send comments regarding this burden estimate ffice of Information Systems, PK2-1000C, Washington, t and Budget, Paperwork Reduction Project, (0651-0011),

TRADE-MARK AND TRADE DRESS ASSIGNMENT

IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) and other good and valuable

consideration, the receipt and sufficiency of which is acknowledged, the undersigned, ERNST &

YOUNG INC. ("Assignor"), in its capacity as court-appointed receiver of the assets of

WILLIAM H. KAUFMAN INC. hereby sells, assigns and transfers to KSRL CORPORATION.

("Assignee") the full post office address of whose principal office or place of business is 6600

North Baltimore, Portland, Oregon 97203, United States of America, all of: (i) Assignor's world-

wide right, title and interest in and to the Trademarks listed in the attached schedule (the

"Trademarks"), together with the corresponding applications and registrations and the goodwill

associated with the Trademarks; (ii) Assignor's trade dress and other intellectual property rights

uniquely associated with the sale of products bearing the Trademarks; and (iii) Assignor's causes

of action and rights of opposition relating to the Trademarks.

The Assignor, on behalf of its successors, assigns and other representatives, covenants,

undertakes and agrees, without further consideration, to do all such things and execute all such

further assurances, applications, instruments and other documents as may be reasonably required

by the Assignee to perfect this Assignment of the Trademarks to the Assignee.

The Assignor's assignment of the "Kaufman" Trademarks listed in the attached schedule shall be

limited to the right to use and register such marks in association with footwear and clothing but

shall not include the right to use and register such marks in association with furniture. The

Assignee agrees not to use or register any of the "Kaufman" trademarks listed in the attached

schedule in association with furniture.

**TRADEMARK** 

**REEL: 002233 FRAME: 0916** 

The Assignor agrees to seek the voluntary expungement of its Canadian trademark registrations for KAUFMAN BLACK DIAMOND Design (registration No. TMA 319,829), BLACK DIAMOND KAUFMAN CANADA Design (registration No. TMA 529,854) and BLACK DIAMOND BY KAUFMAN u DESIGN (registration No. TMA 440,142).

EXECUTED at Toronto, Ontario on September 2,2000

ERNST & YOUNG INC., in its capacity as court-appointed receiver of the assets of William H. Kaufman Inc.

Joseph Pernica -ior Vice-President

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### **SCHEDULE**

#### **PURCHASED ASSETS**

(A) All of the right, title and interest, if any, of William H. Kaufman Inc. (the "Company") in and to the Sorel trade marks, licenses, property and assets listed and described in Appendix 1 attached hereto, including any trade dress and design rights and intellectual property uniquely associated with the use of Sorel branded products; and (B) including all causes of action and rights of opposition incident thereto. In the event that the Company's use of the Sorel trademark in any country has infringed the rights of any third party, Columbia Sportswear Company and KSRL Corporation do not assume liability for such use.

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# Appendix 1

## Trademarks

TRADEMARK	COUNTRY	REF.#	FILED	APPL#	REGDT	REG#
Sorel	Argentina	32831-	8/18/98	2,170,156		Pending
		0234				•
	Argentina	32831-	1/22/99	2,199,136		Pending
		0235				
	Australia	32831-	2/21/91	550.787	2/21/91	<b>B</b> 550,787
		0081				
	Benelux	32831-	1/3/90	739.311	1/3/90	472,761
		0064				
	Brazil	32831-		821169254		Pending
		0233				
	Can.	32831-	11/10/9	861,129		Pending
		0219	7			
	Can.	32831-			3/17/78	TMA
		0101				226,639
	Chile	32831-	11/10/9	432,439	5/28/99	541.576
		0231	8			
	Denmark	32831-	12/28/8	9609/89	1/13/95	0180/95
		0060	9			
	Euro. Union	32831-	5/20/98	000829515	10/29/99	000829515
		0237				
	Euro. Union	32831-	12/3/96	418,848	9/22/98	418848
		0206				
	France	32831-	1/1/90	179,570	1/1/90 1,	1,569,544
		0063				
	Germany	32831-	12/9/76	K38125/25	. 1/12/77	965,132
		0098		WZ		
	Iceland	32831-	2/27/91	192/1991	6/28/91	680/1991
		0082				
	Italy	32831-	2/2/90	17332 c/90	2/2/90	00581752
		0071				
	Japan	32831-	11/9/98	10-96161		Pending
		0240				
	Mexico	32831-	8/21/98	344,653	9/21/99	623416
		0230			<u> </u>	
	New	32831-	2/18/91	208,232	2/18/91	B208,232
	Zealand	0080				
	Norway	32831-	5/24/76	761,379	9/7/98	100.856
		0099				
	Peru	32831-	8/17/98	068,514	12/15/78	51002

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		0232				
	USSR	32831-	9/2/92	165131	4/18/94	118584
		0105				
	Spain	32831-	3/1/91	1,621,154	12/7/94	1621154
	1	0083				
	Switzerland	32831-	12/28/8	158	12/28/89	379.923
		0061	9			
	UK	32831-	12/29/8	1,409,531	12/29/89	1,409,531
		0062	9			
	U.S.	32831-	12/9/97	75/402,387		Pending
		0220				
	U.S.	32831-			8/17/71	918,570
		0091	•			
K Kaufman	Japan	32831-			11/27/86	1,909,555
Design; Sorel		0147				
Sorel & Design	Can.	32831-		696,357	8/6/93	TMA
		0103				415,209
	U.S.	32831-		74/256,464	5/3/94	1,833,867
		0104				
Sorel Design	Can.	32831-		623,921	6/8/90	TMA
		0131				369,286
Sorel	Can.	32831-		670,837	11/29/91	TMA
Thermoplus		0078				391,032
	U.S.	32831-		74/119,007	12/8/92	1,739,082
		0079				

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TRADEMARK	COUNTRY	REF.#	FILED	APPL#	REGDT	REG#
Sorel with logo design	Japan	32831- 0144			2/28/86	1846112
The real thing design	Can.	32831- 0142		494,729	10/7/83	TMA 284,030
Thermalon	U.S.	32831- 0067		74/016,933	3/26/91	1,639,366
Thermoplus	Can.	32831-		720,833	11/17/95	TMA
•		0116		<b>,</b>		450,021
	U.S.	32831- 0117		74/351,134	9/7/93	1,791,717
Walking K Design	Can.	32831- 0127		469,027	11/27/81	TMA 264,479
XRL design	Can.	32831- 0186		806,200	3/25/97	TMA 473,652
Kaufman	Can.	32831- 0100		158,512	9/1/87	TMDA /57408
	Can.	32831- 0172		158,512	9/1/87	UCA/ 57408

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### AFFIDAVIT OF CARL DAVIS

STATE OF OREGON ) ) ss:
County of Multnomah )
CARL DAVIS, being first duly sworn, states:
That he is Vice President and Assistant Secretary of Sorel Corporation, a corporation
organized under the laws of the State of Delaware, U.S.A., and having a place of business at P.O.
Box 83239, Portland, Oregon 97283-0239; that Sorel Corporation is the successor of KSRL
Corporation by way of a corporate name change; that he is authorized to execute this Affidavit
on behalf of said corporation; and that the attached Trademark and Trade Dress Assignment,
from Ernst & Young, Inc., in its capacity as court-appointed receiver of the assets of William H.
Kaufman, Inc. to KSRL Corporation is a true copy of the Assignment entered into by the parties
and dated September 22, 2000.
Carlauro

STATE OF OREGON ) ss. County of Multnomah

Before me, a Notary Public for said county, personally appeared CARL DAVIS, known to me to be the person who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Witness my hand and seal this **BIN** day of <u>Useember</u>, 2000.

OFFICIAL SEAL
ARTERS B BURGER
OTARY PLEST COMMERCIAN

WITNESS MY Commission Expires: **Suly 5, 2002** 

NOTARY PUBLICAL MEGON COMMISSION NO. 31409 MY COMMISSION EXPIRES JUL 5, 2002

**RECORDED: 01/29/2001** 

**TRADEMARK** 

REEL: 002233 FRAME: 0922