

03-19-2001

FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027

101640374

U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

3/1/01

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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  
Effective Date  
Month Day Year ☐ Change of Name☐ Other 

## Conveying Party

☐ Mark if additional names of conveying parties attachedName 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 attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3) 

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☒ Other ☒ Citizenship/State of Incorporation/Organization 

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.)

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## FOR OFFICE USE ONLY

01 FC:481  
02 FC:48240.00 OP  
150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK  
REEL: 002252 FRAME: 0835

**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 (859) 231-3000

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.

# 4

**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)**

75814619

75902698

1184195

1430245

1246478

1378548

1269197

**Number of Properties**

Enter the total number of properties involved.

# 5

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ \$190.00

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:

# 501615

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.

Mark A. Taylor

Name of Person Signing

Signature

Date Signed

**CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS ("Conditional Assignment"), dated as of January 22, 2001, is made by **LE SPORTSAC, INC.**, a New York corporation whose principal office address is 358 Fifth Avenue, Eighth Floor, New York NY 10001-2209 (the "Company"), in favor of **FIFTH THIRD BANK, KENTUCKY, INC.**, a state banking association with its office and principal place of business at 250 West Main Street, Suite 100, Lexington, Kentucky 40507 (the "Bank") pursuant to that certain Loan Agreement dated as of January 22, 2001 (the "Loan Agreement") between the Company and the Bank.

**WITNESSETH:**

WHEREAS, pursuant to the Loan Agreement, the Bank has made a loan and certain other financial accommodations to the Company;

WHEREAS, in connection with the Loan Agreement, the Company has executed and delivered a Security Agreement dated as of January 22, 2001 (the "Security Agreement");

WHEREAS, as a condition precedent to the making of the loan and the extension of other financial accommodations to the Company pursuant to the Loan Agreement, the Bank requires that the Company execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Bank to make the loan and other financial

accommodations pursuant to the Loan Agreement, the Company agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including the preamble and recitals, shall have the meanings provided by reference in the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, assigns, transfers and conveys and grants a continuing interest in and a right of setoff against, effective upon demand made upon the occurrence and during the continuance of an Event of Default under the Loan Agreement or Security Agreement, the Collateral described in the Security Agreement (including, without limitation, those items listed on Schedule A hereto), to the Bank to secure payment, performance and observance of the obligations secured by the Security Agreement.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of registering the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms

and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the undersigned has caused this Conditional Assignment to be duly executed and delivered by its officer hereunto duly authorized as of the day and year first above written.

**LE SPORTSAC, INC.**

NAME: Michael H. Shapiro  
BY: Michael H. Shapiro  
TITLE: Executive Vice President

STATE OF New York  
COUNTY OF Westchester

On this the 22 day of January, 2001, before me personally came Michael H. Shapiro who is personally known to me to be the Executive V.P. of **LE SPORTSAC, INC.**, a New York corporation; who, being duly sworn, did depose and say that he is the Executive V.P. of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Victor Stevenson  
NOTARY PUBLIC

My commission expires: June 7, 2001

AFFIXED SEAL:

**VICTOR STEVENSON**  
Notary Public, State of New York  
No. 01ST8026179  
Qualified in Westchester County  
Commission Expires June 7, 2001

Le Sportsac, Inc.  
(New York Corporation)

Schedule

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
LESPORTSAC & DESIGN	1,269,197	March 6, 1984
LESPORTSAC & DESIGN	1,246,478	July 26, 1983
LESPORTSAC & DESIGN	1,184,195	December 29, 1981
LESPORTSAC & DESIGN (CONSECUTIVELY)	1,430,245	February 24, 1987
LESPORTSAC TRAVELSTORE	1,378,548	January 14, 1986

	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
LESPORTSAC	75/814,619	October 4, 1999
LESPORTSAC AND DESIGN	75/902,698	January 24, 2000

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\*\* TOTAL PAGE.03 \*\*

RECORDED: 03/01/2001

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