

05-15-2001

FORM PTO-1594 (Substitute)

RE



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U.S. DEPARTMENT OF COMMERCE

To the Director of the U.S. Patent and Trademark Office

101717380

original documents or copy thereof.

1. Name of conveying party(ies): 5-101
OGIO INTERNATIONAL, INC.

Individual Association
 General Partnership Limited Partnership
 Corporation-Utah
 Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: TRAU & LOEVNER OPERATING CO.

Address: 5817 Centre Avenue

City: Pittsburgh State: PA Zip: 15206

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Pennsylvania
 Other _____

Execution Date: April 5, 2001

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

4. Application number(s) or patent number(s)

A. Trademark Application No(s): _____

Additional numbers attached? Yes No

B. Trademark Registration No(s): 2,040,736

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

Name: Jody L. Burtner, Senior Paralegal
REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6)): \$ 40.00

Enclosed
 Authorized to be charged to deposit account
 Charge any deficiency to deposit account

8. Deposit account number: 18-0582

(Attach 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 and correct copy of the original document.

Jody L. Burtner
Name of Person Signing

[Signature]
Signature

May 4, 2001
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
 Director of the U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231

05/15/2001 BTOK11 00000031 180582 2040736
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ASSIGNMENT

This Assignment effective this 5th day of ^{April}~~March~~, 2001, between

OGIO INTERNATIONAL, INC., a Utah corporation, having a place of business at 3160
14926 So. Pony Express Road, Bluffdale, Utah, 84065
~~South 1030 West, Salt Lake City, Utah 84119~~ (hereinafter referred to as "ASSIGNOR")

and TRAU & LOEVNER OPERATING CO., INC., a Pennsylvania Corporation having a
business address of 5817 Centre Avenue, Pittsburgh, Pennsylvania 15206 (hereinafter
referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted and used the mark "Chump"
together with drawings, renderings and other works described in Schedule A attached
hereto and made a part hereof (the "Marks"); and

WHEREAS, ASSIGNOR has agreed to assign, and ASSIGNEE has
agreed to acquire ASSIGNOR'S entire right, title and interest in and to said Marks,
including all copyrights and other intellectual property or proprietary rights of any kind.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, intending to be
legally bound, be it known that for good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns,
transfers and conveys to ASSIGNEE, its successors, assigns and legal
representatives, ASSIGNOR'S entire right, title, interest and goodwill in and to the
Marks, including all copyrights and other intellectual property or proprietary rights of
any kind and any applications and registrations therefor as set forth in Schedule A
attached hereto and made a part hereof, together with the goodwill associated
therewith, and any common law rights, including any and all prior causes of action and
damages relating thereto worldwide.

ASSIGNOR represents and warrants: (a) that the Marks that are the
subject matter of this Assignment are original and owned by ASSIGNOR and (b) that

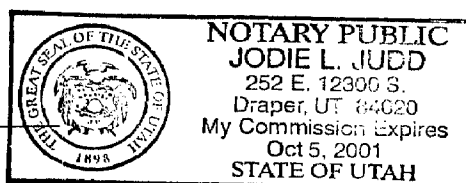
ASSIGNOR has not heretofore granted to any third party, by assignment or otherwise, any rights in or to the Works.

ASSIGNOR HEREBY COVENANTS that upon the request of the ASSIGNEE (or its assigns) ASSIGNOR will promptly provide the ASSIGNEE (or its assigns) with all pertinent facts and documents relating to said Marks and to any trademark/service mark or copyright applications and registrations therefor, and legal equivalents in the United States and foreign countries as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any action or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and perfect such rights, title, and interest in ASSIGNEE, its successors, assigns and legal representatives for said Marks and to any trademark/service mark or copyright applications and registrations therefor and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof. Any and all reasonable expenses incurred by ASSIGNOR in connection with its obligations under this paragraph shall be paid by the ASSIGNEE (or its assigns).

OGIO INTERNATIONAL, INC. ^{OR} ASSIGNEE ~~ASSIGNOR~~
By: [Signature]
Print Name: DAVID TRIPTOW II
Title: VICE PRESIDENT
Date: 4/19/01

Sworn to and subscribed before me this 19 day of April, 2001

[Signature]
Notary Public



SCHEDULE A

The "Chump" Trademark:

Federal Registrations

Ser. No. 75/099,563
Filed: May 6, 1996
Reg. No. 2,040,736
Issued: February 25, 1997

Class of Goods: Men's, ladies' and children's attire, namely, t-shirts, sweatshirts, shorts, jackets, coats, pullovers, hats, beachwear, swimsuits and tank tops

Common Law

"Chump"

The "Chump" Logo as depicted in Exhibit 1

The Chump Copyrights

Common Law

The "Chump" character as depicted in Exhibit 2 attached hereto and all substantially similar or derivative variations thereof

SCHEDULE A

RECORDED: 05/07/2001

TRADEMARK
REEL: 002294 FRAME: 0951