

07-06-2001



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

1. Name of conveying party(ies):

GTC Properties, Inc.

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

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

Name: Columbia Sportswear Company

Internal Address: _____

Street Address: 6600 N. Baltimore

City Portland State OR ZIP 97203

Country U.S.A.

Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:

[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other _____

Execution Date: May 23 and June 4, 2001

4. Application number(s) or registration number(s): 624,043

MRD 6/22/01

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)

B. Trademark No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: Charles D. McClung
Address: Chernoff, Vilhauer, McClung & Stenzel, LLP
1600 ODS Tower
601 S.W. Second Avenue
Portland, Oregon 97204-3157

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41 and 1.21(h)) --- \$40.00
[X] Enclosed
[] Authorized to be charged to deposit account
[] 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)

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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.

Charles D. McClung
Name of Person Signing

Charles D. McClung
Signature

June 19, 2001
Date

Total number of pages comprising cover sheet, attachments, and document [4]

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

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ASSIGNMENT AND LICENSE BACK

This agreement, by and between GTC Properties, Inc., a Delaware corporation, whose address is 520 Guthridge Court, Norcross, Georgia 30092, hereinafter referred to as GTC, and Columbia Sportswear Company, an Oregon corporation, whose address is 6600 N. Baltimore, Portland, Oregon 97203, hereinafter referred to as CSC.

RECITALS:

- A. GTC is the owner of Trademark Registration No. 624,043 for the mark COLUMBIA for clocks and watches.
- B. CSC desires to purchase from GTC all of GTC's rights in the trademark COLUMBIA for clocks and watches and U.S. Trademark Registration No. 624,043, and the goodwill of the business with which said mark is used.
- C. GTC desires to receive back from CSC a perpetual, paid-up, exclusive license to use the mark COLUMBIA for clocks.

AGREEMENT:

1. GTC hereby sells, transfers, conveys and assigns to CSC its entire right, title and interest in and to the mark COLUMBIA for watches and clocks and Registration No. 624,043, together with the goodwill of the business in connection with which said mark is used and which is symbolized by said mark.
2. In consideration for said assignment CSC will pay GTC \$10,000 upon the execution of this agreement.

3. CSC agrees that it will not use the COLUMBIA trademark with respect to clocks.

4. CSC hereby grants GTC a perpetual, paid-up, exclusive license to use the COLUMBIA trademark for clocks.

5. CSC has the right to control the quality of clocks sold by GTC under the COLUMBIA trademark. Clocks sold by GTC will be presumed to be of acceptable quality if they are of the same quality as clocks sold by GTC under other of its marks.

6. In the event that a third party sells clocks under the COLUMBIA trademark or under a mark which is confusingly similar to the COLUMBIA mark, GTC may, at its own expense, initiate trademark infringement litigation against such third party. CSC agrees to be joined as a nominal plaintiff in such litigation, so long as GTC indemnifies and holds CSC harmless for any loss that CSC may incur as a result of its being joined as a plaintiff.

7. It is understood that no agency, employment or partnership relationship is created by this agreement. Neither party shall have the right to act for the other in any manner or degree or to incur obligations or debts which would be binding on the other. Neither party will be responsible for any obligations or expenses of the other.

8. Waiver by either party of strict performance of any provisions of this agreement shall not be a waiver or prejudice the party's rights to require strict performance of the same provision or of any other provision in the future.

9. If any provision of this agreement is declared invalid by any court, the remaining provisions of the agreement shall not be effected thereby.

10. This agreement represents the entire understanding and agreement of the parties and may not be modified except in writing by the parties. Effective on the date hereof,

this agreement replaces and terminates all prior agreements, both oral and written, with respect to the COLUMBIA trademark.

11. In interpreting this agreement and in the event of any suit or cause of action arising out of this agreement, the law of the State of Oregon shall apply.

COLUMBIA SPORTSWEAR COMPANY

GTC PROPERTIES

By: Carl Davis

By: [Signature]

Title: VP/GENERAL COUNSEL

Title: Asst Secretary

Date: 6/4/01

Date: 5/23/07