

9-20-01

09-21-2001



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab Setting ⇒ ⇒ ⇒

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

1. Name of conveying party(ies):

Ira Seltzer

- Individual(s)
- General Partnership
- Corporation-State
- Other-----

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: United States Olympic Committee
Internal
Address:-----

Street Address One Olympic Plaza
City: Colorado Springs State: CO Zip: 80909

- Individual(s) citizenship-----
- Association -----
- General Partnership. -----
- Limited Partnership-----
- Corporation State-----

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other-----
- Merger
- Change of Name

Other Congressionally chartered non-profit Corporation

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

Execution Date: February 22, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/621,177 75/621,178
75/520,719

B. Trademark Registration No.(s)
1,895,612 1,899,921

Additional number(s) attached Yes No

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

Name: James L. Bikoff
Internal Address -Silverberg, Goldman & Bikoff, L.L.P.

Street Address: 1101 30th Street, NW
Suite 120

City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved:..... **5**

7. Total fee (37 CFR 3.41)..... \$140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0995

(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 copy of the original document.

Darlene S. Klinkieck
Name of Person Signing

Signature

9/18/01
Date

Total number of pages including cover sheet, attachments, and document **5**

09/21/2001 BT011 00000080 500995 75621177

01 FC:481 40.00 CH
02 FC:482 100.00 CH
03 FC:484 120.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002332 FRAME: 0318

ASSIGNMENT OF TRADEMARKS

THIS Assignment is entered into by and between the **UNITED STATES OLYMPIC COMMITTEE**, a Congressionally chartered non-profit corporation having its principal place of business at One Olympic Plaza, Colorado Springs, Colorado 80909 (hereinafter the "USOC" or the "Assignee"), **ZINBERG, SELTZER, KIDS, INC.**, a Delaware corporation having a business address at 425 East 63rd Street, Suite W8H, New York, New York 10021, and **IRA SELTZER**, a U.S. citizen having a business address at ¹¹⁸³⁵~~11385~~ Olympic Boulevard, Suite 1155, Los Angeles, California 90064 (hereinafter referred to collectively as the "Assignors").

WHEREAS, the Assignors have adopted, used, acquired, registered, and/or applied for federal registration of certain trademarks all as more specifically identified and shown in the attached Schedule of Trademarks (hereinafter the "Marks"); and

WHEREAS, by settlement agreement executed contemporaneously herewith, Assignors have agreed to assign the Marks to the USOC and the USOC has agreed to acquire the entire right, title and interest in and to said Marks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignors warrant that all registrations and applications enumerated in the Schedule of Trademarks are valid, pending and in good standing with the United States Patent and Trademark Office as of the effective date of this assignment. Assignors warrant that they are the sole owners of the Marks, and can assign them to the USOC as set forth in paragraph 2 herein.

2. Assignors do hereby sell, assign and transfer to the USOC the entire right, title and interest in and to the Marks, the registrations and the applications therefor, together with the

goodwill of the business in connection with which the Marks are used or will be used, and all causes of action related to the Marks, including but not limited to the right to sue for past infringements, as well as for unfair competition, passing off and any other related causes of action pertaining to the Marks, as set forth in the Settlement Agreement executed by the parties contemporaneously herewith.

3. The Assignors henceforth acknowledge ownership of the Marks in the USOC and agree that no Assignor, jointly or separately, will take any action inconsistent with such ownership. The Assignors further agree that no Assignor, jointly or separately, shall challenge the title of the USOC to the Marks, challenge the validity of this Assignment of Trademarks or the parties' coincident Settlement Agreement, or assert any rights in the Marks in the United States or any other country.

4. Assignors shall forward all pertinent files for the Marks to the USOC's trademark counsel within thirty (30) days of the execution hereof, including the original certificate of registration for the Marks, plus Assignors' original files for the federal application and registration of the Marks. As for the federal trademark applications identified in the Schedule of Trademarks, the Commissioner of Patents and Trademarks is requested to issue the Certificates of Registration to the USOC.

5. Assignors shall provide written consent, if requested by the USOC, for the registration of any of the USOC's applications for marks containing the components "USA" and/or "AMERICA" which may be refused registration by the United States Patent and Trademark Office based upon any rights which continue to be vested in the Assignors until this Assignment has been duly recorded with the United States Patent and Trademark Office.

IN WITNESS HEREOF, the duly authorized individuals have executed this Assignment

on behalf of the respective Assignors on the dates set opposite their signatures.

ZINBERG SELTZER KIDS, INC.

Dated: 02-22-01

By: 

Title: President

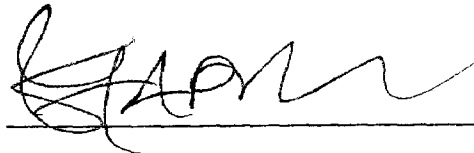
IRA SELTZER

Dated: 02-22-01



UNITED STATES OLYMPIC COMMITTEE

Dated: 3/1/01

By: 

Title: Acting CEO

SCHEDULE OF TRADEMARKS

1. **AMERICA 2000** - Trademark Application Serial No. 74/669,295, filed May 1, 1995, by Zinberg, Seltzer, Kids, Inc.;
2. **AMERICA 2000** - Trademark Application Serial No. 75/621,177, filed January 15, 1999, by Ira Seltzer.
3. **AMERICA 2000 and Design** - U.S. Trademark Reg. No. 1,899,921, issued June 13, 1995, to Ira Seltzer;
4. **USA 2000** - Trademark Application Serial No. 75/520,719, filed July 17, 1998, by Shanghai Direct and thereafter assigned to Ira Seltzer;
5. **USA 2000** - Trademark Application Serial No. 75/621,178, filed January 15, 1999, by Ira Seltzer; and
6. **USA 2000 and Design** - U.S. Trademark Reg. No. 1,895,612, issued May 23, 1995, to Ira Seltzer.