

TRADEMARKS ONLY

TRADEMARKS ONLY

9-20-01

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

1. Name of Party(ies) conveying an interest:
ISL Properties AG/Ltd.

Entity:

Individual(s) Association

General Partnership Limited Partnership

Corporation - Switzerland

Other -

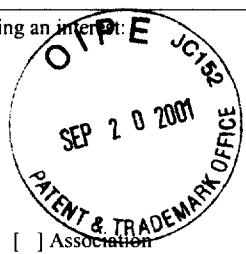
3. Interest Conveyed:

Assignment Change of Name

Merger

Other -

Execution Date - December 20,1999



2. Name and Address of Party(ies) receiving an interest:
Name: Fédération International de Football Association

Address: Hitzigweg 11
CH-8030 Zurich, Switzerland

09-26-2001

101856109

Entity:

Individual(s) Association

Corporation - Switzerland General Partnership Limited Partnership

Other -

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

Yes

No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s) 74/669,787 74/360,188	B. Trademark Registration No.(s) 2,068,275 2,317,715 1,723,649 1,420,790 2,206,388
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5. Please mail documents back to:
James R. Menker
Pillsbury Winthrop LLP
1600 Tysons Boulevard
McLean, Virginia 22102

6. Number of applications and registrations involved: 7

7. Amount of fee enclosed: \$ 190.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 23039/282258
C# M#

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.

Signature

Attorney: James R. Menker
Date: September 20, 2001 Tel: (703) 905-2145
Atty/Sec: JRM:eba Fax: (703) 905-2000

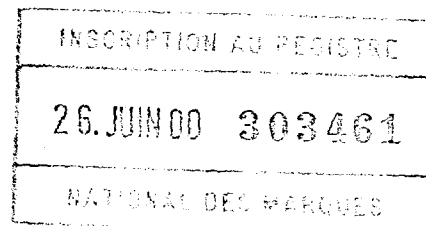
Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	20
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09/25/2001 LMULLER 0000241 74669707 40.00 DP 150.00 DP
03 FC:481 03 FC:482

AGREEMENT

between

Fédération Internationale
De Football Association
Hitzigweg 11
CH-8030 Zürich
Switzerland



(hereinafter "FIFA")

and

ISL Properties AG
(formerly ISL Football Ltd, formerly ROFA-Sport Management AG)
Marktstrasse 16
CH-6080 Sarnen
Switzerland

ISL Marketing AG
Zentralstrasse 1
PO Box 3339
6002 Luzern
Switzerland

ISL (International) AG
Zentralstrasse 1
6002 Luzern
Switzerland

LOFA Establishment
Altenbachstrasse 37
FL-9490 Vaduz
Liechtenstein

(collectively hereinafter "ISL")

regarding

Transfer of Intellectual Property Rights

- WHEREAS FIFA and ISL Properties AG entered into an agreement dated August 27, 1987 (hereinafter "Agreement 1") relating to the exploitation of the marketing rights of the FIFA World Cups 1990, 1994 and 1998 as further specified in such agreement;
- WHEREAS FIFA and ISL Properties AG entered into a separate agreement dated August 27, 1987 (hereinafter "Agreement 2"), granting to ISL the rights to use, to file and to register trademarks and copyrights of FIFA (hereinafter "1987 FIFA IP-Rights") in its own name but with the obligations to transfer any 1987 FIFA IP-Rights registered in the name of ISL to FIFA at the request of FIFA at the expiration of Agreement 2; the complete list of such 1987 FIFA IP-Rights is attached to this Agreement in Appendix 1;
- WHEREAS Agreement 1 and Agreement 2 have expired on 31 December 1998;
- WHEREAS ISL Marketing AG have entered into a new agreement with FIFA on December 12 1997 (hereinafter "FIFA Brand Licence Agreement") in which ISL Marketing AG's obligation to transfer any 1987 FIFA IP-Rights is set forth (as provided in Sections 3.1 to 3.5 of such agreement);
- WHEREAS the goodwill of the 1987 FIFA IP-Rights remained with FIFA at all times;
- WHEREAS A detailed list of the 1987 FIFA IP-Rights (specifying countries, application and registration references, classes of products and services) which have been registered in the name of ISL in accordance with the terms of Agreement 2 and which FIFA has requested the transfer to FIFA in accordance with the terms of Agreement 2 and of the FIFA Brand Licence Agreement is attached to this Agreement as Appendix 2;

NOW, THEREFORE, in accordance with the obligations contained in Agreement 2 and in the FIFA Brand Licence Agreement, the parties agree as follows:

1. TRANSFER

- 1.1 FIFA herewith requests the transfer of, and ISL herewith transfers to FIFA all and each of the 1987 FIFA IP-Rights listed in Appendices 1 and 2 in consideration of 1000 CHF paid by FIFA, the receipt of which is hereby acknowledged (hereinafter "Transfer").
- 1.2 This Transfer extends to all countries and to all classes or categories the 1987 FIFA IP-Rights extend to, whether registered or not.
- 1.3 ISL herewith fully, unconditionally and irrevocably consents to FIFA registering such Transfer with the competent authorities, trademark offices or courts.

- 1.4. Should certain specific applications / registrations be omitted from the list of the 1987 FIFA IP-Rights set forth in Appendix 2, ISL and FIFA undertake to execute without delay any appropriate document in order to proceed to the transfer of such specific 1987 FIFA IP-Rights in favour of FIFA.

2. EFFECTIVE DATE AND REGISTRATION

- 2.1 The Transfer shall be effective as of the date hereof and shall be valid regardless of whether such Transfer of a registered 1987 FIFA IP-Rights is registerable and regardless of whether FIFA registers such Transfer.
- 2.2 Where recordal must be deferred until pending trademark registrations are complete, ISL undertakes to maintain the prosecution of those applications at ISL's cost until they are registered.

3. TERRITORIAL LIMITATION OF TRANSFER

- 3.1 The Transfer shall not extend to any individual national 1987 FIFA IP-Right which would be invalidated by such Transfer, or the use of which would not be considered valid use enuring to FIFA where use of the 1987 FIFA IP-Right is necessary to keep the 1987 FIFA IP-Rights valid. It shall be FIFA's sole responsibility to determine such territorial limitations and to accordingly inform ISL.
- 3.2 In such case and upon written request of FIFA, ISL shall continue to hold the 1987 FIFA IP-Right on a fiduciary basis for and on behalf of FIFA, to the extent that this does not invalidate the 1987 FIFA IP-Right.

4. NON-TRANSFERABILITY OF SINGLE RIGHTS

Where 1987 FIFA IP-Rights are not transferable in full (such as but not limited to the rights deriving from "Urheberrecht"/"droit d'auteur") such transfer shall, for the territory of the countries in which such rule applies, extend to all individual rights transferable and assignable under the legislation in question.

5. SPECIAL TRANSFER DOCUMENTS

- 5.1 FIFA may at any time, at FIFA's cost, request recordal of this Transfer with the competent authorities, trademark offices or courts. ISL consents to such recordals and undertakes to issue, execute and deliver without delay any and all documents which may be necessary to FIFA for that purpose.
- 5.2 For the purpose of recordal, the parties agree to execute, in particular, the document attached to this Agreement as Appendix 3.
- 5.3 If any document signed for the purpose of recordal contains a limitation of transfer, the text of this Agreement shall prevail and no statement or stipulation in such a separate Transfer contract or other transfer document shall limit the scope of Transfer of 1987 FIFA IP-Rights as agreed in this Agreement.

6. REPRESENTATIONS

- 6.1 ISL hereby represents to FIFA, that all registrations of 1987 FIFA IP-Rights in the name of ISL or in the name of any company affiliated to ISL have been disclosed to FIFA in a true and correct manner. ISL further represents to FIFA that the list of the 1987 FIFA IP-Rights under Appendix 1 is complete, exhaustive and accurate at the date of signature of this Agreement. However, the detailed list of the 1987 FIFA IP-Rights under Appendix 2 may contain certain errors or have certain omissions. Such error or omission will be regularised without delay in accordance with Section 1.4 above.
- 6.2 FIFA hereby acknowledges that FIFA's representatives had a satisfactory access to all documentation relating to the 1987 FIFA IP-Rights and that ISL in executing this Agreement, and subject to the continued performance of ISL's obligations set forth in Sections 1.4 and 5.1 of this Agreement, has duly fulfilled all of its contractual obligations under Agreement 2 and under Sections 3.2.1 to 3.2.5 of the FIFA Brand Licence Agreement.
- 6.3 ISL hereby represents to FIFA that none of 1987 FIFA IP-Rights have been or are pledged in whole or in part, and any and all of the rights the subject of Appendix 1 are transferred to FIFA free and clear of any liens attributable to ISL.
- 6.4 ISL hereby represents to FIFA that at the date of this Agreement:
- a) ISL is entitled to, has the corporate power to and holds the power of a legal owner for the purpose of effecting the transfer hereunder.
 - b) The transferred 1987 FIFA IP-Rights are transferable to the extent permitted by each national jurisdiction.
 - c) No material litigation or arbitration are current against ISL in relation to the 1987 FIFA IP-Rights except as disclosed in writing to FIFA.
 - d) There are no shareholders' meetings outstanding in which resolutions are to be passed that could affect in any way whatsoever the transfer of the 1987 FIFA IP-Rights to FIFA.
- 6.5 ISL and FIFA hereby represent that this Agreement has been duly entered into and constitutes the legal, valid and binding obligations of the parties.

7. SEVERABILITY

- 7.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- a) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - b) the validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

7.2 In such case the parties will negotiate in good faith to replace the relevant provision by another provision reflecting as closely as possible the original intention and purpose of the parties.

8. WAIVERS AND MODIFICATIONS

8.1 This Agreement and the rights of each party hereunder may be waived, amended or modified only specifically and in writing if signed by the parties hereto. Delay in exercise or non-exercise of any such right is not a waiver of that right.

8.2. This Agreement together with Agreement 1, Agreement 2 and the FIFA Brand Licence Agreement contains the whole agreement between the parties relating to the Transfer of the 1987 FIFA IP-Rights, with the exception of any other document which may be necessary as provided for in Sections 1.4 and 5.1 above.

9. COUNTERPARTS

This Agreement may be executed in any number of counterparts and this has the same affect as if the signatures on the counterparts were on a single copy of this Agreement.

10. LAW AND JURISDICTION

10.1. This Agreement shall be governed in all respects by and construed in accordance with the substantive laws of Switzerland.

10.2. Each party submits to the exclusive jurisdiction of the Commercial Court of the Canton of Zurich, Switzerland, venue being Zurich 1, with the right to appeal to the Swiss Federal Court in Lausanne as provided by law, whose judgment shall be final, for all purposes relating to this Agreement.

IN WITNESS of which this Agreement has been executed and has been delivered on the date stated at the beginning of this Agreement.

Appendix 1: List of Representations of 1987 FIFA IP-Rights

Appendix 2: Detailed list of 1987 FIFA IP-Rights: countries, applications and registrations references.

Appendix 3: U.K. Trademark Agreement.

Sarnen, the 14 December 1999

Zurich, the 20 DEC 99

ISL Properties AG

Fédération Internationale
De Football Association

[Signature] [Signature]

Luzern, the 14 December 1999

ISL Marketing AG

[Signature]

Luzern, the 14 December 1999

ISL (International) AG

[Signature]

Liechtenstein, the 16th Dec. 1999

LOFA Establishment

[Signature]



Die Echtheit der Unterschrift des
Herrn Georg KIEBER,
Landstrasse 25, FL-9490 Vaduz,
wird amtlich bestätigt.
Fürstl. Liechtenstein. Landgerichtskanzlei
Vaduz, den 16. DEZ. 1999

[Signature]

Appendix 1

to Contract FIFA / ISL
of Dec. 1999









Exhaustive List of 1987 IP Rights

Appendix 1a

Trademarks

Marks

Date: 10.12.1999

Client No. Mark Code	Mark Description	Image
248 WA	MONDIAL 2002 (word)	
347 BA	ITALIA '90 with football device	
347 BC 3646 BC	WORLD CUP '94 Emblem (and device)	
347 BD	USA 94 Emblem (and device)	
347 BE 3646 BK	WORLD CUP USA 94 Emblem (and device)	
347 PA	FOOTBALL PLAYER (logo)	
347 PB	FOOTBALL (Logo)	
347 PC 1112 PC 3646 PC	WORLD CUP 94 MASCOT (devicemark)	
347 PD 3646 PD	EMBLEM LOGO (devicemark)	
347 WA 3646 WA	WORLD CUP FRANCE 98 (word)	
347 WAA	WORLD CUP 1994 MICHIGAN (word)	

Marks

Date: 10.12.1999

Client No. Mark Code	Mark Description	Image
347 WAB 3646 WX	WORLD CUP 94 (word)	
347 WAC 3646 WV	WORLD CUP 1994 (word)	
347 WAD	WORLD CUP CAROLINAS 1994 (word)	
347 WAE	WORLD CUP DALLAS 1994 (word)	
347 WAF	WORLD CUP SOCCER 1994 ORLANDO/KISSI (word)	
347 WAG 3646 WG	WORLD CUP (word)	
347 WAJ	WORLD CUP 94 (word)	
347 WB 3646 WB	COUPE MONDIALE FRANCE 98 (word)	
347 WG	JAPAN 2002 (word)	
347 WH	WORLD CUP JAPAN 2002 (word)	
347 WI	WORLD CHAMPIONSHIPS JAPAN 2002 (word)	











Marks

Date: 10.12.1999

Client No. Mark Code	Mark Description	Image
347 WJ	FIFA WORLD CHAMPIONSHIPS 2002 (word)	
347 WK 3600 WK 3646 WU	USA '94 (word)	
347 WM 3646 WP	FIFA WORLD CUP (word)	
347 WN 3646 WH	AMERICA 1994 (word)	
347 WO	ATLANTA WORLD CUP SOCCER 1994 (word)	
347 WP	COLORADO WORLD CUP SOCCER 1994 (word d)	
347 WQ	COPA DEL MUNDO 1994 (word)	
347 WR	EL MUNDIAL (word)	
347 WU	MUNDIAL 1994 (word)	
347 WW	STRIKER (word)	
347 WX 3646 WY	USA 1994 (word)	





Marks

Date: 10.12.1999

Client No. Mark Code	Mark Description	Image
3600 WL 3646 WR	WORLD CUP USA 1994 (word)	
3646 BA	FAIR PLAY (and device)	
3646 BB	WORLD CUP FRANCE 98 (and device)	
3646 BD	FAIR PLAY (and device, VAR. II)	
3646 BE	FRANCE 98 (and device)	
3646 BF	WORLD CUP WITH BALL (and device)	
3646 BG	FRANCE 98 LOGO (AND DEVICE)	
3646 BH	WOMEN'S WORLD CUP (and device)	
3646 BI	FIFA WORLD CUP TROPHY (and device)	
3646 BL	MONDIAL 1998 (and device)	
3646 PA	FAIR PLAY (devicemark)	

Marks

Date: 10/12/1999

Client No. Mark Code	Mark Description	Image
3646 PB	FAIR PLAY (DEVICEMARK)	
3646 PE	BALL (DEVICEMARK)	
3646 PF	ROOSTER (devicemark)	
3646 PG	U-17 WORLD CHAMPIONSHIP MASCOT (devicemark)	
3646 SA	FRANCE 98 (script)	FRANCE98
3646 WAA	SOCCER 1999 (WORD)	
3646 WBA	USA '99 (WORD)	
3646 WCA	USA 1999 (WORD)	
3646 WD	WK (word)	
3646 WDA	WASHINGTON D.C. '99 (WORD)	
3646 WE	WK 94 (word)	


Marks

Date: 10.12.1999

Client No. Mark Code	Mark Description	Image
3646 WEA	WASHINGTON D.C. 1999 (WORD)	
3646 WF	WERELD BEKER (word)	
3646 WFA	1999 WOMEN'S CHAMPIONSHIP (WORD)	
3646 WGA	WOMEN'S WORLD CHAMPIONSHIP (WORD)	
3646 WHA	SOCCER '99 (WORD)	
3646 WI	FRANCE '98 (word)	
3646 WJ	FRANCE 98 (word)	
3646 WK	WORLD CUP 98 (word)	
3646 WL	COUPE DU MONDE (word)	
3646 WM	MONDIALE (word)	
3646 WN	WORLD CUP AND WORLD CUP INKATAKANA LETTERS (word)	

Marks

Date: 10.12.1999

Client No. Mark Code	Mark Description	Image
3646 WO	FOOTIX (word)	
3646 WS	1994 WORLD CUP (word)	
3646 WZ	WORLD CUP (word)	
3646 XX(BUC)	MONDIAL 98 (word)	
3646 YY(BUC)	FOOTBALL (devicemark)	

Appendix 1b

Copyrights

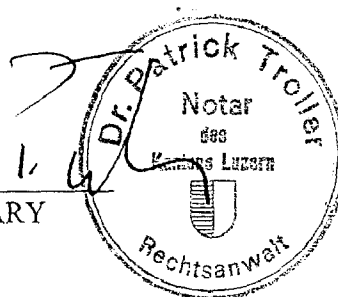
World Cup France 98 Emblem	
World Cup France 98 Mascot	
World Cup France 98 Emblem	
World Cup France 98 Emblem	
World Cup USA 94 Mascot	
World Cup USA 94 Emblem	
FIFA Fair Play Trophy	
1997 FIFA Confederations Cup Emblem	
1989 U-16 World Football Tournament Mascot	
FIFA Inspected	
FIFA Approved	

LEGALIZATION

The undersigned Notary Public of the Canton of Lucerne, Switzerland, hereby certifies that Mr. Jean-Marie Weber, born April 9, 1942, citizen of France, domiciled 6052 Hergiswil, Sonnhaldenstrasse 33, Switzerland, Chairman of the Board of ISL Properties AG, of ISL Marketing AG and of ISL (International) AG, Mr. Hans-Peter Weber, born March 25, 1943, citizen of Zurich and Zug, Switzerland, domiciled at Dormenstrasse 33, 6048 Horw, Switzerland, Vice President of ISL Properties AG, and Mr. Heinz Peter Schurtenberger, born May 6, 1949, citizen of Gränichen/AG, Switzerland, domiciled at 8044 Gockhausen, Tichelrütistrasse 35, Switzerland, Chief Executive Officer/Member of the Board of ISL Marketing AG and Director of ISL (International) AG, all personally known to the Notary, have confirmed to the Notary that the signatures on this document are their own signatures. Mr. Jean-Marie Weber has signed this document as authorised representative of ISL Properties AG, ISL Marketing AG and ISL (International) AG, Mr. Hans-Peter Weber as authorised representative of ISL Properties AG and Mr. Heinz Peter Schurtenberger as authorised representative of ISL Marketing AG and ISL (International) AG.

Lucerne, December 14, 1999
Urk.Reg.Nr. 1042/99

NOTARY



Official Certification

Seen for authentication of the reverse side signature, acknowledged in our presence by Mr. Joseph Blatter, citizen of Ulrichen VS, residing at Zollikon ZH, (who is personally known to us),

who, according to the extract shown to us from the Commercial Register dated 05.01.2000, is entered in the Commercial Register as chairman with individual signature for the

Fédération Internationale de Football Association, having its registered domicile in Zurich.


The signature has been acknowledged in our presence by the authorized agent, Mr. Balthasar Schiffer.

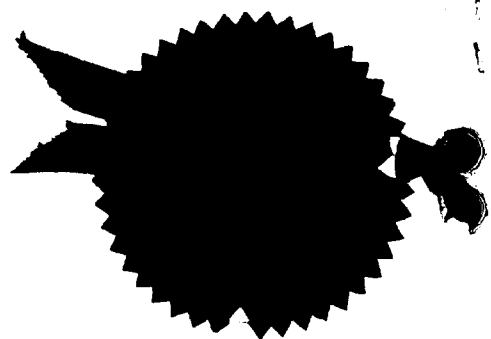
Zurich, 6 January 2000

B No. 16
Fee: Fr. 30.--



NOTARIAT HOTTINGEN-ZÜRICH


Patrik Cadalbert, certifying officer



Official Certification

This is to certify that this copy corresponds exactly with the document shown to us this day and declared to be the original.



Zurich, 16. Mai 2001
B No. 777
Fee: Fr. 110,-

Notariat Hottingen-Zürich

Patrik Cadalbert, Notariatsassistent