

MND

12-18-2001

FORM PTO-1594 (modified) 08/21/92 RECOR

12-12-01



101918866

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

marks: Please record the attached

To the Honorable Assistant Secretary an original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):
Injection Footwear Corporation

Individual(s) Association

General Partnership Limited Partnership (Florida)

Corporation-State/Florida

Other

Additional name(s) of conveying party(ies) attached?

Yes or No?

2. Name and address of receiving party(ies):
 Name: Romika Sports & Leisure, Inc.
 Street Address 3730 N.W. 36th Avenue
Miami, FL 33147

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation (California)

Other

REC 12

If assignee is not domiciled in the United States, a domestic Representative designation is attached: Yes or No? (Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes or No?

3. Nature of conveyance:

Assignment of Interest Merger

Security Agreement Change of Name

Other

Execution Date: December 3, 1999

4. Application number(s) or registration number(s): Attorney Docket No.:

A. Trademark Application No.(s):

B. Trademark Registration No.(s)
1,795,065; 1,991,745; 2,121,729 and 2,250,528

Additional numbers attached? Yes or No?

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

Name: Greenberg Traurig, P.A., Attn: Manuel Valcarcel
 Internal Address: _____
 Street Address: 1221 Brickell Avenue
 City: Miami, State: Florida ZIP: 33131

6. Total number of applications and registrations involved: 4

7. Total fee (37 C.F.R. § 3.41).....\$115.00
 Enclosed
 Authorized any deficiency to be charged to deposit account

8. Deposit account Number: 50-1792
 (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.

Manuel R. Valcarcel, Esq. December 4, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet(s): 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:
 Commissioner and Assistant Secretary of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the date needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C.

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01 FC:481 40.00 OP
 02 FC:482 75.00 OP

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TRADEMARK REEL: 002409 FRAME: 0020

BILL OF SALE

December 3, 1999

Injection Footwear Corporation, a Florida corporation ("Injection"), Romika Sports & Leisure, Inc., a California corporation (the Purchaser"), and the shareholders of Injection have entered into an Asset Purchase Agreement dated as of July 31, 1999 (the "Asset Purchase Agreement") under which Injection has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Injection, the Assets. Unless otherwise defined herein, capitalized terms used in this Bill of Sale have the meanings given to them in the Asset Purchase Agreement.

NOW, THEREFORE, in accordance with the provisions of the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Injection hereby sells, assigns, conveys, transfers and delivers to Purchaser all of Injection's right, title and interest in and to all of the Assets.

Injection will, at any time and from time to time upon the request of Purchaser, execute and deliver or cause to be delivered such other instruments of transfer and take such other reasonable actions as may be reasonably requested by Purchaser in order to sell and assign to Purchaser any or all of the Assets assigned or to be assigned to Purchaser.

This Bill of Sale is an instrument of transfer contemplated by, and is executed pursuant to, the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Asset Purchase Agreement or any rights or obligations of the parties under the Asset Purchase Agreement and, to

the extent of any conflict between the Asset Purchase Agreement and this Bill of Sale, the terms and provisions of the Asset Purchase Agreement shall prevail.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida.

This Bill of Sale shall inure to the benefit of Purchaser, its successors and assigns and shall be binding upon Injection, its successors and assigns.

INJECTION FOOTWEAR CORPORATION

By: _____

Name: J. Edward SANCHEZ
Title: PRESIDENT

ASSET PURCHASE AGREEMENT (the "Agreement"), effective as of July 31, 1999, by and among Romika Sports & Leisure, Inc., a California corporation (the "Purchaser"), Injection Footwear Corporation, a Florida corporation ("Injection"), and the persons listed on Schedule I attached hereto, being the holders of all of the outstanding shares of capital stock of Injection (the "Shareholders"). *

WHEREAS, Injection is engaged in the design, development, production, marketing and distribution of footwear (the "Business");

WHEREAS, the Purchaser desires to acquire from Injection, and Injection desires to sell, convey, transfer, assign and deliver to the Purchaser certain of the assets, properties and operations of the Business, including without limitation, the assets set forth in Section 1.1 hereof;

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereby and the representations, warranties, covenants and agreements herein contained, the Purchaser, Injection and the Shareholders agree as follows:

Capitalized terms used herein and not otherwise defined are used as defined in Section 13.3.

ARTICLE I

TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of Assets. On the terms and subject to the conditions of this Agreement, at the Closing (as hereinafter defined), Injection and the Shareholders shall sell, transfer, convey, assign and deliver to the Purchaser and the Purchaser shall purchase and accept delivery of, all of the assets and properties owned by Injection or in which Injection has an interest as of the Closing Date (as hereinafter defined) and/or used by Injection and the Shareholders in connection with the Business (other than those assets specifically excluded pursuant to Section 1.2 of this Agreement) (the "Assets"), including, without limitation, the following:

(a) all rights of any kind or nature with respect to ownership, design, development, manufacture, marketing or sale of footwear (the "Products"), including, without limitation, all proprietary knowledge, processes (whether secret or not), methods, inventions, improvements, trade secrets, technical knowledge and other similar know-how or rights, however constituted (including, without limitation, any specifications or plans used or useful in the development, manufacture or maintenance of such products or improvements or enhancements thereto), necessary or used in the conduct of the Business and to which Injection has any right of ownership, use or otherwise;

(b) all of Injection's rights, claims and interests under the agreements, contracts, commitments, instruments or other binding arrangements or understandings, whether written or oral (the "Contracts"), with respect to the Business listed on

Schedule 3.7(a) attached hereto, including, without limitation, any rights to assert claims and take other actions in respect of any breaches, defaults or other violations thereof;

(c) all rights with respect to the processing and completion of any open customer orders ("Open Contracts"), which for purposes of this Agreement shall mean those outstanding and unfilled customer purchase orders for Products entered into by Injection in the ordinary course of business and existing at the Closing Date, as identified in Schedule 3.7(b) hereto, including the right to collect and receive charges for services performed by Injection with respect thereto;

(d) all supplies, equipment and inventory owned by Injection and used by Injection in connection with the Business, including but not limited to all of the tangible property identified in Schedule 3.8;

(e) all accounts receivable, including factored receivables, less advances of Injection;

(f) all cash, cash equivalents, investment securities, notes receivable and bank and other accounts (it being expressly acknowledged that disbursements and distributions approved by the Purchaser prior to the Closing are permitted hereunder);

X (g) all copyrights, trademarks, patents, trade names (including without limitation the right to use the names set forth Schedule 3.9), service marks and licenses relating to the Products, including all variants thereof and all goodwill associated therewith, and all registrations, applications and other rights associated with the foregoing, whether issued or pending;

(h) all of Injection's rights in and to the corporate name "Injection Footwear Corporation" and any and all derivations thereof;

(i) Injection's customer and prospect lists with respect to the Business set forth in Schedule 3.1(a) (it being acknowledged and agreed that the failure of Injection to list any such customer shall not affect the acquisition by the Purchaser of all rights to and in respect of such customer hereunder as though such customer had been included on the list);

(j) all insurance policies relating to the Business as listed on Schedule 3.22;

(k) Injection's present telephone numbers and directory listings relating to the Business;

(l) all other tangible personal property relating to the Business;

(m) all books, files, papers, records owned by Injection and used in the operation of the Business (other than Injection's tax and general accounting records and its minute and stock books);

Int. Cl.: 25

3.9

Prior U.S. Cl.: 39

United States Patent and Trademark Office

Reg. No. 1,795,065
Registered Sep. 28, 1993

**TRADEMARK
PRINCIPAL REGISTER**

BACKSTREETS

INJECTION FOOTWEAR CORPORATION
(FLORIDA CORPORATION)
8730 NW 36TH AVENUE
MIAMI, FL 33147

FIRST USE 7-31-1991; IN COMMERCE
7-31-1991.

SER. NO. 74-202,720, FILED 9-12-1991.

FOR: ATHLETIC SHOES, IN CLASS 25 (U.S.
CL. 39).

LIZ KULICK, EXAMINING ATTORNEY

3.9

Int. Cl.: 25



Prior U.S. Cls.: 22 and 39

United States Patent and Trademark Office

Reg. No. 1,991,745

Registered Aug. 6, 1996

**TRADEMARK
PRINCIPAL REGISTER**

YIN YANG

INJECTION FOOTWEAR CORP. (FLORIDA
CORPORATION)
8730 N.W. 36TH AVENUE
MIAMI, FL 33147

FIRST USE 7-1-1995; IN COMMERCE
7-1-1995.

SN 74-531,446, FILED 5-31-1994.

FOR: CASUAL, ATHLETIC AND OUTDOOR
FOOTWEAR, IN CLASS 25 (U.S. CLS. 22 AND
39).

CATHERINE KAISER KRÉBS, EXAMINING
ATTORNEY

3.9

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

Reg. No. 2,121,729

United States Patent and Trademark Office

Registered Dec. 16, 1997

**TRADEMARK
PRINCIPAL REGISTER**



INJECTION FOOTWEAR CORPORATION
(FLORIDA CORPORATION)
8730 N.W. 36TH AVENUE
MIAMI, FL 33147

FIRST USE 1-2-1997; IN COMMERCE
1-2-1997.

SER. NO. 75-224,438, FILED 1-13-1997.

FOR: ATHLETIC, CASUAL AND OUTDOOR
FOOTWEAR, IN CLASS 25 (U.S. CLS. 22 AND
39).

ANDREW LAWRENCE, EXAMINING ATTOR-
NEY

3.9

Int. Cl.: 25

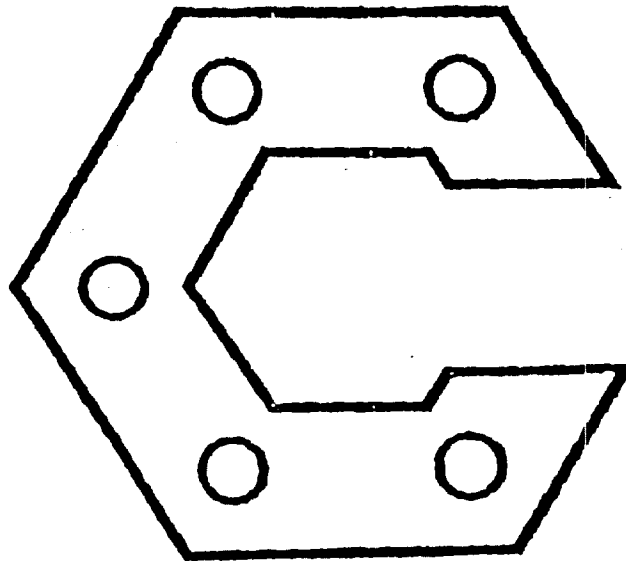
Prior U.S. Cls.: 22 and 39

Reg. No. 2,250,528

United States Patent and Trademark Office

Registered June 1, 1999

TRADEMARK
PRINCIPAL REGISTER



INJECTION FOOTWEAR CORPORATION
(FLORIDA CORPORATION)
8730 N.W. 36TH AVENUE
MIAMI, FL 33147

FIRST USE 1-1-1998; IN COMMERCE
1-1-1998.

SN 75-387,391, FILED 11-10-1997.

FOR: FOOTWEAR, NAMELY, WORK BOOTS,
IN CLASS 25 (U.S. CLS. 22 AND 39).

ELLIOTT ROBINSON, EXAMINING ATTOR-
NEY