

04-08-2002

EET



To the Honorable Commission

attached original documents or copy thereof.

102047802

1. Name of conveying party(ies):

**ROYAL MANAGEMENT PTY LIMITED**

- Individual(s)  Association
- General Partnership
- Limited Partnership
- Corporation - Australia
- Other

3-15-02

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: November 13, 2001

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

Name: **K-SWISS INC.**

Address: 31248 Oak Crest Drive  
Westlake Village, CA 91361-4643

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other

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

OFFICE OF PUBLIC RECORDS  
2002 MAR 15 PM 12:41  
FINANCE SECTION

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

A. Trademark Applications

EXPRESS MAIL CERTIFICATE Serial No. 039140180-US  
Date 3-15-02 Label No. EU

I hereby certify that, on the date indicated above, this paper or fee was deposited with the U.S. Postal Service & that it was addressed for delivery to the Assistant Commissioner for Patents, Washington, DC 20231 by "Express Mail Post Office to Addressee" service.

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

Name (Print) Darby & Darby P.C.  
Signature [Signature]

Street Address: 805 Third Avenue, 27th Floor

City: New York State: New York Zip: 10022-7513

Ref. No. 2725/8D732/3E763/3E762

B. Trademark Registrations

Mark Reg. No.

PLEASE REFER TO ADDITIONAL ATTACHMENT TITLED: SCHEDULE A

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):.....\$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-0100

(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.

Amy L. Nelkin  
Name of Person Signing

[Signature]  
Signature

March 15, 2002  
Date

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

8

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

04/05/2002 TDIAZ1 0000097 73501811

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

SCHEDULE ATRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>SER. NO.</u>	<u>REG NO.</u>	<u>REG. DATE</u>
ROYAL ELASTICS (Stylized)	75/501,811	2,526,410	01/08/02
MISCELLANEOUS DESIGN (Fleur De Lis device)	75/501,812	2,468,149	07/10/01

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## This deed of assignment

is made on 13 November 2001 between the following parties:

1. **Royal Management Pty Limited**  
ABN 35 082 169 131  
of 19 O'Riordan Street, Alexandria NSW 2015  
(Assignor)
2. **K Swiss Inc**  
a company incorporated in Delaware EIN no. 95-4265988  
of 31248 Oak Crest Drive, Westlake Village CA 91361-4643  
(Assignee)

### Recitals

The Assignor has agreed to assign to the Assignee its right, title and interest in the Trade Mark Registrations, the Trade Mark Applications and the Trade Marks.

### This deed witnesses

that in consideration of, among other things, the mutual promises contained in this deed, the parties agree:

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## 1 Definitions

In this deed:

**Trade Marks** means the trade marks the subject of the Trade Mark Registrations and the Trade Mark Applications;

**Trade Mark Applications** means the applications for registration of trade marks described in the schedule to this deed; and

**Trade Mark Registrations** means the registered trade marks described in the schedule to this deed.

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## 2 Assignment

- (a) The Assignor assigns to the Assignee its right, title and interest in:
  - (1) the Trade Mark Registrations;
  - (2) the Trade Mark Applications; and
  - (3) the Trade Marks.
- (b) The assignment of the Trade Marks is with goodwill.

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## 3 Recordal of assignment and further assurances

The Assignee undertakes to promptly apply to the Registrar of Trade Marks or other official holding this position in the relevant country, and take all other steps necessary, to have the assignment of the Trade Mark Registrations and Trade

Mark Applications recorded in the Register of Trade Marks or other appropriate official record of the relevant country.

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#### **4 Governing law and jurisdiction**

This deed is governed by the laws of New South Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

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#### **5 Costs and expenses**

Each party must pay its own legal and other costs and expenses in respect of the matter which is the subject of this deed.

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#### **6 Counterparts**

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one deed.
- (c) A party may execute this deed by signing any counterpart.

## Schedule - Particulars of Trade Mark Registrations and Trade Mark Applications

Country	Title of Mark	Official Number	Owner	Local Class	Status
Argentina	ROYAL ELASTICS	2211604	Royal	25	Pending
Argentina	Fleur De Lis device	2261636	Royal	25	Pending
Australia	ROYAL ELASTICS	762340	Royal	25	Registered
Australia	Fleur De Lis device	762339	Royal	25	Registered
Australia	ROYAL ELASTICS	889177	Royal	25	Pending
Australia	Fleur De Lis device	889178	Royal	25	Pending
Benelux	ROYAL ELASTICS	651009	Royal	25	Registered
Benelux	Fleur De Lis device	670937	Royal	25	Registered
Brazil	ROYAL ELASTICS	821560204	Royal	25	Pending
Brazil	Fleur De Lis device	822325098	Royal	25	Pending
Canada	ROYAL ELASTICS logo	TMA523237	Royal	25	Registered
Canada	Fleur de Lis device	TMA520155	Royal	25	Registered
Chile	ROYAL ELASTICS	482.273	Royal	25	Opposed
Chile	Fleur De Lis device	576.521	Royal	25	Registered
China	Fleur De Lis device	1537566	Royal	25	Registered
China	ROYAL ELASTICS	1537570	Royal	25	Registered
Costa Rica	ROYAL ELASTICS	2000-0006188	Royal	25	Pending
Costa Rica	Fleur De Lis device	2000-6223	Royal	25	Pending
Czech Republic	ROYAL ELASTICS	158050	Royal	25	Pending
Czech Republic	Fleur de lis device	158051	Royal	25	Pending
France	ROYAL ELASTICS	98/733109	Royal	25	Registered
France	Fleur De Lis device	98/733107	Royal	25	Registered
Germany	Fleur De Lis device	39827509	Royal	25	Opposed
Germany	ROYAL ELASTICS	39827547	Royal	25	Pending
Hong Kong	ROYAL ELASTICS	99/17628	Royal	25	Under
Hong Kong	Fleur De Lis device	9273 of 2000	Royal	25	Registered
Hungary	ROYAL ELASTICS	M0005422	Royal	25	Pending
Hungary	fleur de lis device	M0005423	Royal	25	Pending
India	ROYAL ELASTICS	944548	Royal	25	Pending
India	fleur de lis device	945189	Royal	25	Pending

Country	Title of Mark	Official Number	Owner	Status
Indonesia	ROYAL ELASTICS	D00 14087	Royal	Pending
Indonesia	Fleur De Lis	D00 14088	Royal	Pending
Israel	ROYAL ELASTICS	126860	Royal	Registered
Israel	Fleur De Lis device	133503	Royal	Registered
Italy	Fleur De Lis device	817856	Royal	Registered
Italy	ROYAL ELASTICS	817855	Royal	Registered
Japan	ROYAL ELASTICS	4379067	Royal	Registered
Japan	Fleur De Lis device	4283079	Royal	Registered
Malaysia	ROYAL ELASTICS	99/04107	Royal	Under
Malaysia	Fleur De Lis device	2000/01774	Royal	Pending
Mexico	ROYAL ELASTICS	377060	Royal	Pending
Mexico	Fleur De Lis device	676829	Royal	Registered
New Zealand	ROYAL ELASTICS	645560	Royal	Pending
New Zealand	Fleur De Lis device	645561	Royal	Pending
Norway	ROYAL ELASTICS	199186	Royal	Registered
Norway	Fleur De Lis device	202.601	Royal	Registered
Panama	ROYAL ELASTICS	110895	Royal	Pending
Panama	Fleur de lis device	110894	Royal	Pending
Peru	ROYAL ELASTICS	69181	Royal	Registered
Peru	Fleur de Lis device	69180	Royal	Registered
Philippines	ROYAL ELASTICS	4-2000-0005407	Royal	Pending
Philippines	Fleur De Lis device	4-2000-0005406	Royal	Pending
Poland	ROYAL ELASTICS	Z-211 048	Royal	Pending
Poland	Fleur De Lis	Z-211 047	Royal	Pending
Portugal	ROYAL ELASTICS	340766	Royal	Application
Portugal	Fleur de lis device	340767	Royal	Pending
Republic of Korea	ROYAL ELASTICS	40-2000-56009	Royal	Pending
Republic of Korea	Fleur de Lis device	40-2000-56010	Royal	Pending
Russian Federation	Fleur De Lis device	199804	Royal	Registered
Russian Federation	ROYAL ELASTICS	99721379	Royal	Pending
Singapore	ROYAL ELASTICS	4724/99	Royal	Application
Singapore	Fleur De Lis device	T00/00006D	Royal	Under
Slovakia	ROYAL ELASTICS	POZ 2348-2000	Royal	Pending

Deed of assignment

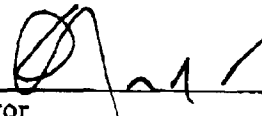
Country	Title of Mark	Official Number	Owner	Status
Slovakia	FLEUR DE LIS device	POZ 2347-2000	Royal	Pending
South Africa	ROYAL ELASTICS	99/05713	Royal	Pending
South Africa	Fleur De Lis device	2000/00048	Royal	Pending
Spain	Fleur de Lis device	2170829	Royal	Registered
Spain	ROYAL ELASTICS	2170828	Royal	Registered
Sweden	ROYAL ELASTICS	99-03773	Royal	Under examination
Sweden	Fleur De Lis device	339132	Royal	Registered
Taiwan R.O.C.	ROYAL ELASTICS	917428	Royal	Registered
Taiwan R.O.C.	Fleur De Lis device	926237	Royal	Registered
United Kingdom	Fleur De Lis device	2166984	Royal	Registered
United Kingdom	ROYAL ELASTICS	2166980	Royal	Registered
USA	Fleur De Lis device	75/501812	Royal	Registered
USA	ROYAL ELASTICS	75/501811	Royal	US PTO in error abandoned application. Instructed associate to file Request for Reinstatement
Venezuela	ROYAL ELASTICS	18882-00	Royal	Pending
Venezuela	FLEUR DE LIS DEVICE	18883-00	Royal	Pending

**Executed as a deed:**  
**Signed sealed and delivered by**  
**Royal Management Pty Limited**  
by:



Secretary/Director

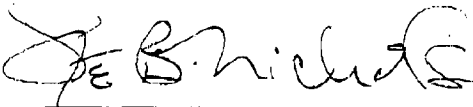
DAVID HENDER  
Name (please print)



Director

GARY HENDER  
Name (please print)

**Signed sealed and delivered by**  
**K Swiss Inc**  
by:



Steven Nichols - President *ver*