

08-22-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102199609

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

1. Name of conveying party(ies):

Pro Image, Inc.

18.19.02

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

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

3. Nature of conveyance:

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

Execution Date: 12/09/1996

2. Name and address of receiving party(ies)

Name: Pro Image Franchise, LC

Internal Address:

Street Address: 233 North 1250 West #200

City: Centerville State: UT Zip: 84014

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

Other Limited Liability Company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,405,372; 1,974,377; 2,011,006
2,044,591;

Additional number(s) attached Yes No

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

Name: Scott T. Blotter

Internal Address:

Street Address: 254 East 1825 North

City: Centerville State: UT Zip: 84014

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Scott T. Blotter

Name of Person Signing

Signature

8/10/02

Date

Total number of pages including cover sheet, attachments, and document: 16

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

08/21/2002 TDIAZ1 00000087 1405372

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

TRADEMARK
REEL: 002566 FRAME: 0858

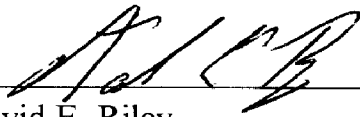
AFFIDAVIT OF DAVID E. RILEY REGARDING ASSIGNMENT OF TRADEMARK

COMES NOW your affiant, David E. Riley and testifies as follows:

1. I am over 21 years of age, of sound mind and competent to make this affidavit.
2. I reside in Davis County, Utah.
3. When PI Acquisition, L.C. purchased certain assets of Pro Image, Inc. in December 1996, I was the Manager of PI Acquisition, L.C. Attached hereto are copies of the relevant pages of the "Asset Purchase Agreement" dated December 6, 1996 and the "Assignment of Proprietary Rights" dated December 9, 1996.
4. Included in the assets purchased were several trademarks and service marks. Among the marks transferred were marks with the following registration numbers: **1,405,372; 1,974,377; 2,011,006 and 2,044,591.**
5. On November 30, 1998, PI Acquisition, L.C. changed its name to Pro Image Franchise, L.C.
6. I was Manager of PI Acquisition, L.C. at the time of the name change to Pro Image Franchise, L.C. and am currently the President of Pro Image Franchise, L.C.

I testify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED this 12 day of August, 2002.



David E. Riley
President
Pro Image Franchise, LC

STATE OF UTAH)

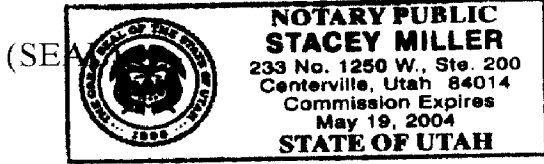
SS

COUNTY OF DAVIS)

DAVID E. RILEY having been first duly sworn on oath deposes and states that he is the President of Pro Image Franchise, LC; that he has read the above and foregoing Affidavit Regarding Assignment of Trademark dated August 12, 2002 ; knows the contents thereof; and that the same are true and correct to the best of his information, knowledge and belief.

David E. Riley
David E. Riley

SUBSCRIBED AND SWORN TO before me this 12th day of August, 2002.



Stacey Miller
NOTARY PUBLIC FOR UTAH
Residing at: Centerville, Utah
Commission Expires: May 19 2004

ASSET PURCHASE AGREEMENT

by and among

PRO IMAGE, INC.,

PI ACQUISITION, L.C. and

RENTRAK CORPORATION

Dated: December 6, 1996

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of December 6, 1996, by and among Rentrak Corporation, an Oregon corporation ("Rentrak"), Pro Image, Inc., a Utah corporation ("Seller"), and PI Acquisition, L.C., a Utah limited liability company ("Buyer").

RECITALS

A. Seller is a wholly owned subsidiary of Rentrak.

B. Seller is a franchisor of certain retail sports apparel stores listed on Schedule 2.1(g) of the Disclosure Schedule (as defined herein) pursuant to the terms of certain franchise agreements (the "Franchise Agreements") listed on Schedule 2.1(g) of the Disclosure Schedule. The franchise operations of Seller as franchisor under the Franchise Agreements are hereinafter referred to as the "Franchise Business" and the franchisees under the Franchise Agreements are hereinafter referred to as the "Franchisees."

C. Buyer wishes to purchase from Seller and Seller wishes to sell to Buyer, on the terms and subject to the conditions of this Agreement, the Acquired Assets (as defined in Section 1.2), which constitute substantially all of the assets used by Seller in connection with the Franchise Business.

D. Buyer and Seller are ready, willing and able to effect the transfer of ownership in the Acquired Assets on the terms, and subject to the conditions, described herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE OF ACQUIRED ASSETS

1.1 The Closing.

Subject to the conditions set forth herein, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place on or before December 9, 1996, at the offices of Ray, Quinney & Nebeker, 79 South Main Street, Salt Lake City, Utah, or such other date and place as may be agreed upon by Buyer and Seller (the date of the Closing being hereinafter referred to as the "Closing Date"). In the event the Closing has not occurred on or before December 9, 1996, any party hereto may terminate this Agreement by written notice to the others, and thereafter no party hereto shall have any continuing liability under this Agreement to any other party hereto with respect to the transactions contemplated hereby.

1.2 Purchase and Sale of Acquired Assets.

(a) Subject to the terms of this Agreement, on the Closing Date, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all liens, encumbrances, charges or claims other than Permitted Liens (as defined in Section 2.1(d)), substantially all of Seller's assets used in the operation of the Franchise Business, including without limitation the assets of Seller set forth below (collectively, the "Acquired Assets"):

(i) the Franchise Agreements and all of Seller's rights and obligations under the Franchise Agreements;

(ii) all of Seller's accounts receivable from Franchisees which are due and payable under the Franchise Agreements or due and payable to Seller or its wholly owned subsidiary, TPI Distributors, Inc. ("TPI Distributors") (and assigned to Seller by TPI) as of the Closing Date (the "Accounts Receivable") (but excluding, and the term "Accounts Receivable" shall exclude, any accounts receivable due and payable in connection with the Marketing Fund described in Section 6.9, any accounts receivable owed by Franchisees whose stores have all closed prior to the Closing Date, any accounts receivable attributable to royalties owed by Franchisees for time periods after November 30, 1996, and any other accounts receivable specifically identified as being excluded (e.g., by being stricken through) by Buyer and Seller on the schedule of accounts receivable to be provided at Closing pursuant to subsection 5.2(a)(i) below);

(iii) any letters of credit deposited with Seller by foreign Franchisees as security for certain of the Accounts Receivable;

(iv) all of Seller's rights to unpaid amounts due the Marketing Fund described in Section 6.9 from Franchisees, but excluding the Marketing Fund bank account and all sums on deposit therein as of the Closing Date;

(v) the Proprietary Rights (as defined in Section 2.1(h)), together with all goodwill associated therewith;

(vi) all (A) records and lists of Seller pertaining primarily to the Acquired Assets, (B) records and lists of Seller pertaining primarily to the Franchise Business, including lists of Franchisees of Seller under the Franchise Agreements, (C) all books, ledgers, files, reports, plans, drawings and operating records of every kind and in every form (including computer records) (collectively, the "Records") maintained by Seller and pertaining primarily to the Franchise Business, but excluding, without limitation, (x) the originals of Seller's minute books, stock books and tax returns and (y) any copies of such Records that Seller shall make prior to the Closing which Seller deems necessary or desirable to the operation of its non-franchise retail sports apparel business (the "Non-Franchise Business");

(vii) to the extent transferable, all licenses, permits, franchises, approvals, authorizations, consents or orders of, or filings with, any governmental authority, whether foreign, federal, state or local, or any other person, necessary or desirable for the past, present or anticipated conduct of, or relating primarily to, the Franchise Business or the Acquired Assets (subject to the following, the "Licenses"), excluding any of the same which are used only in the operation of the Non-Franchise Business, including the tradename, service mark and trademark "Team Spirit;"

(viii) twenty (20) workstations consisting of the items listed on Schedule 1.2(a)(viii) of the Disclosure Schedule; provided, however, that Seller is only required to deliver possession to Buyer at the Closing of a minimum of twelve (12) workstations (as specifically described on Schedule 1.2(a)(viii)) and may deliver the remaining workstations to Buyer as provided in Section 6.3;

(ix) the personal property more specifically described on Schedule 1.2(a)(ix) of the Disclosure Schedule; provided, however, that Buyer and Seller shall work in good faith to enable Seller to share with Buyer the use of items (i) and (xii) on a mutually acceptable basis (not involving the payment of funds by Seller) through April 30, 1997; and

(x) all accounts receivable attributable to royalties owed by Franchisees for time periods after November 30, 1996.

1.3 Purchase Price of Acquired Assets and Payments.

The purchase price (the "Purchase Price") for the Acquired Assets shall consist of the following:

(a) \$800,000.00 in cash payable by Buyer by wire transfer of immediately available funds on the Closing Date; plus

(b) \$400,000.00 payable by Buyer delivering a promissory note to Seller at Closing in the form attached hereto as Exhibit A (the "Purchase Note"), which shall not bear interest (unless and until a default occurs thereunder) and shall be due and payable in full on December 23, 1996; plus

(c) The AR Payment as defined and paid pursuant to Section 6.1 hereof.

The Purchase Note, Buyer's obligation to make the AR Payment to Seller and any other obligations of Buyer to Seller under this Agreement shall be secured by a security interest in favor of Seller in all of the Acquired Assets, provided that Seller agrees that its security interest in the Acquired Assets shall be fully junior and subordinate to any liens and security interests granted to Buyer's commercial lenders in the Acquired Assets, up to a maximum amount of \$500,000 of such senior debt. Seller agrees to further evidence this subordination by signing such further subordination agreements and other documents as may be requested by Buyer's

commercial lenders, in form reasonably acceptable to Seller and such lenders. Seller's junior security interest in the Acquired Assets shall be granted pursuant to the terms of a Security Agreement in the form of Exhibit B attached hereto.

1.4 Assumed Liabilities and Obligations.

In connection with the purchase by Buyer of the Acquired Assets, Buyer shall assume (i) any liability or obligation of Seller (a) to refund the Marketing Fund in accordance with Section 6.9, but only to the extent of liabilities or obligations owed to Franchisees (in an aggregate amount not to exceed \$136,009), or (b) to repay to any Franchisees the deposits made by Franchisees identified on Schedule 1.4 hereto (the "Distribution Deposits"), in each case whether such obligation arose or arises prior to, on or after the Closing Date, and (ii) all obligations and liabilities accruing, arising out of, or relating to the period commencing at 12:01 a.m. on the Closing Date under the Franchise Agreements (collectively, the "Assumed Liabilities"). Subject to Section 4.3, the Assumed Liabilities are the only obligations and liabilities of Seller assumed by Buyer in connection with Buyer's purchase of the Acquired Assets and, notwithstanding anything to the contrary contained herein, Buyer shall not be deemed to have assumed any other liabilities or obligations of Seller of any kind, including without limitation, debts, liabilities or obligations in respect of any breach of any Franchise Agreement occurring prior to 12:01 a.m. on the Closing Date.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Seller and Rentrak.

As an inducement to Buyer to enter into this Agreement, Seller and Rentrak hereby jointly and severally represent and warrant to Buyer that, except as set forth in the written disclosure schedule delivered to Buyer herewith (the "Disclosure Schedule"), as of the date hereof:

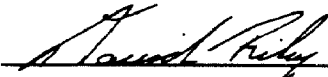
(a) Corporate Existence. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah and Rentrak is a corporation duly organized, validly existing and in good standing under the laws of the State of Oregon.

(b) Corporate Power and Authorization. Each of Seller and Rentrak has the requisite corporate power and authority to execute, deliver and perform this Agreement and all other documents required to be executed and delivered by it hereunder, the execution, delivery and performance of which have been duly authorized by all necessary corporate action by Seller and Rentrak.

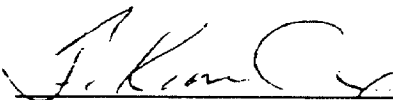
(c) Binding Obligations. This Agreement and all documents required to be executed and delivered by Seller and Rentrak hereunder, constitute or will constitute, when executed and delivered, legal, valid and binding obligations of Seller and Rentrak, enforceable against Seller and Rentrak in accordance with their terms except as limited by bankruptcy,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first written above.

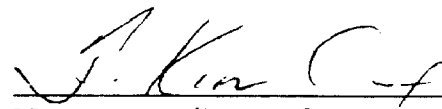
PI ACQUISITION, L.C.
a Utah limited liability company

By: 
Name: David Riley
Title: Manager

PRO IMAGE, INC., a
Utah corporation

By: 
Name: F. Kim Cox
Title: Secretary

RENTRAK CORPORATION, an
Oregon corporation

By: 
Name: F. Kim Cox
Title: U.P.

ASSIGNMENT OF PROPRIETARY RIGHTS

Pursuant to that certain Asset Purchase Agreement entered into as of December 6, 1996 (the "Agreement") by and among Rentrak Corporation, Inc., an Oregon corporation, Pro Image, Inc., a Utah corporation (the "Company"), and PI Acquisition, L.C., a Utah limited liability company ("Buyer"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company does hereby assign, grant, bargain, sell, convey and transfer to Buyer, all right, title and interest, throughout the world, in and to all of the Proprietary Rights as defined in Section 2.1(h) of the Agreement, including but not limited to all Proprietary Rights listed on Schedule 2.1(h) attached hereto, together with all goodwill of the business attributable thereto.

The Company warrants that it is assigning to Buyer, and that Buyer is acquiring, all right, title and interest of the Company, throughout the world, in and to the Proprietary Rights, free and clear of any liens, security interests, encumbrances, restrictions, or adverse claims other than the rights granted to Jazz Basketball Investors, Inc. in the JBI Agreement and the rights retained by the Company pursuant to Section 6.11 of the Agreement.

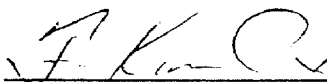
The Company for itself, its successors and assigns hereby covenants and agrees that, any time and from time to time forthwith upon the written requests of Buyer, the Company will do, execute, acknowledge and deliver all and every such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required and requested by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, all of the Company's rights, title, and interest in and to the Proprietary Rights assigned hereunder.

The Company acknowledges the existence of Company's statutory moral rights in the Proprietary Rights to the extent they may qualify as works of visual art to be used as such, pursuant to Title 17 Section 106A of the United States Code, or its successor statute, and does hereby expressly and forever waive all such rights.

Capitalized terms used herein without definition have the meanings ascribed to them in the Agreement.

Executed at Salt Lake City, Utah, this 9th day of December, 1996.

PRO IMAGE, INC.

By 
Its Secretary

Assignor's Acknowledgment and Verification

State of ~~Utah~~ Oregon)

: ss.

County of Multnomah)

On the 9th day of December, 1996, personally appeared F. Kim Cox, to me known to be the Secretary of Pro Image, Inc., the assignor above named, who, being first duly sworn on oath, acknowledged and verified the foregoing document, that he executed said document on behalf of said assignor, that he did so pursuant to authority duly received, that he has read said document, and that the facts stated therein are true.



[Signature]
Notary Public

Residing at: Portland, Oregon

My Commission Expires:

9/17/00

SCHEDULE 2.1 (H)
TRADEMARKS AND COPYRIGHTS

PRO IMAGE SERVICEMARKS/TRADEMARKS and COPYRIGHT STATUS

UNITED STATES (SM), FEDERAL (TM)	REGISTERED	74/617,330 1/3/95	1,974,377 5/14/98	Retail sports-related licensed product store services (class 42)	Section 8 & 15 Affidavits due year after 5/14/2001
PRO IMAGE (SM)	REGISTERED	74/005,728 11/28/89	1,835,789 2/19/91	Retail sporting goods store services (class 42)	Section 8 & 15 affidavits due 05/12/97 Renewal due 05/12/2002
THE PRO IMAGE EVERYTHING FOR THE SPORTS FAN and Design (SM)	REGISTERED	74/680,165 5/26/95	1,976,479 5/28/96	Clothing, namely: shirts, hats, sweatshirts, shorts, sweatshirts and jerseys. (class 25)	Section 8 & 15 affidavits due 05/29/2000 Renewal due 05/26/2005
STONEBOY AND DESIGN (TM)	REGISTERED	74/075,259 7/3/90	1,888,528 5/19/92	Retail sporting goods store services (class 42)	Section 8 & 15 affidavits due 05/19/97 Renewal due 05/19/2002
THE PRO IMAGE U SHOP (SM)	REGISTERED "shop" disclaimed	73/577,016 19/86	1,405,372 8/12/86	Retail sporting goods store services (class 42)	Renewal due 08/12/2009
THE PRO IMAGE (SM)	REGISTERED and incontestable.	73/564,891 10/23/85	1,398,998 8/24/88	Retail sporting goods store services (class 42)	Cancelled for failure to file Section 8 & 15 affidavits.
THE SPORTS FAN and Design (SM)	REGISTERED cancelled	74/075,258 7/3/90	1,687,362 5/12/92	Retail sporting goods store services (class 42)	Surrender of Registration for Cancellation
THE PRO IMAGE CAMPUS	CANCELLED	74/629,076 2/2/95		Retail sports related licensed product store services (class 42)	Statement of Use due. Notice of Allowance ext. filed 4/12/96, ext approved
PRO IMAGE YOUR OFFICIAL TEAM SHOP (SM)	PENDING	74/848,800 2/2/95		Retail sports related licensed product store services. (class 42)	Awaiting Certificate of Registration
PRO IMAGE AND DESIGN (SM)	FILED	74/848,288 3/17/95		Retail sports related licensed product store services. (class 42)	Awaiting Certificate of Registration
BALL PLAYER DESIGN (SM)	FILED	74/848,285 3/17/95		Clothing, namely: shirts, hats, sweatshirts, shorts, sweatshirts and jerseys. (class 25)	Received Acceptance of F. Ext. of Time Statement of Use due 1/16/97
BALL PLAYER DESIGN (TM)	FILED	74/848,275 3/17/95		Clothing, namely: T-shirts, sweat- shirts, and hats (class 25)	Awaiting Notice of Acceptance of Statement of Use
PRO IMAGE AND DESIGN (TM)	FILED				
UNITED STATES (SM), FEDERAL (TM) STORE OPERATIONS MANUAL	REGISTERED		Txu 551,674 12/23/92		

PRO IMAGE SERVICE MARKS/TRADEMARKS STATUS

INTERNATIONAL CLASS	CLASS	STATUS	REGISTRATION NO.	REGISTRATION DATE	CLASS	DESCRIPTION
Pro Image Antigua & Barbuda	3952	Pending	1/1/86			Clothing for sports and gymnas- (class 25)
Pro Image Australia	661,786	Abandoned	5/23/85			
Pro Image Bahrain	685/85	Pending	5/31/85			Retail sporting goods store services (class 42)
Pro Image Benelux	844711	Registered	3/21/95	999999999		Retail sporting goods store Services (class 28, 25, 35)
Pro Image Brunel	25711	Pending	10/8/85			Clothing for sports and gymnas- (class 25)
Pro Image Burma		Proposed				
Pro Image Cambodia	6333	Registered	10/3/85	6331	10/18/95	Retail sporting goods store services (class 42)
Pro Image Canada	773,947	Pending	1/27/95			Retail sporting goods store services (class 42)
Pro Image Chile	330,751	Pending	1/8/86			Retail sporting goods store services (class 42)
Pro Image France	95/563585	Registered	3/20/85	95/563585	11/24/95	Clothing for sports and gymnas- (class 25)
Pro Image Germany		Abandoned				Retail sporting goods store services (class 42)
Pro Image Germany	39506647.9	Pending	2/15/95			Clothing for sports and gymnas- (class 25)
Pro Image Greece	127,970	Pending	1/18/86			Services in Connection with the Franchising of Retail Sporting Goods Stores (class 35)
Pro Image India	651066	Pending	1/5/85			Clothing for sports and gymnas- (class 25)
Pro Image Indonesia	J95 5981	Pending	4/1/85			Retail sporting goods store services (class 42)

PRO IMAGE SERVICE MARKS/TRADEMARKS STATUS

INTERNATIONAL TRADEMARK STATUS	PRO IMAGE SERVICE MARKS/TRADEMARKS STATUS
Pro Image Ireland	Class 125 2833/85 4/20/85
Pro Image Italy	Services in Connection with the Franchising of Retail Sporting Goods Stores (class 35) F195C/270 3/21/85
Pro Image Jamaica	Clothing for sports and gymnas- (class 25) 25/1681 11/23/85
Pro Image Japan	Clothing for sports and gymnas- (class 25) Hel 7-10000 2/3/85
Pro Image Kuwait	Clothing for sports and gymnas- (class 25)
Pro Image Laos	Retail sporting goods store services (class 42) 4090 11/1/85
Pro Image Malaysia	Retail sporting goods store services (class 42) 93/09705 12/9/83
Pro Image Mexico	Retail sporting goods store services (class 42) 225,969 3/2/85
Pro Image New Zealand	Retail sporting goods store services (class 42) 254429 10/5/85
Pro Image New Zealand	Proof of Use 06/22/01 B210889 8/19/81
Pro Image Oman	Retail sporting goods store services (class 42) 12374 10/18/85
Pro Image Pakistan	Clothing for sports and gymnas- (class 25) 129764 4/18/85
Pro Image Peru	
Pro Image Philippines	Retail sporting goods store services (class 42) 103848 11/8/85
Pro Image Portugal	Services in Connection with the Franchising of Retail Sporting Goods Stores (class 35) 309,984 5/12/85

PRO IMAGE SERVICE MARKS/TRADEMARKS STATUS

INTERNATIONAL CLASSIFICATION	STATUS	REGISTRATION NO.	DATE	CLASSIFICATION	DESCRIPTION
Pro Image Qatar	Pending	14150	11/5/95	Retail sporting goods store services (class 42)	
Pro Image Saudi Arabia	Pending	9506639	5/24/95	Retail sporting goods store services (class 42)	
Pro Image Singapore	Pending	9598/93	12/4/93	Clothing for sports and gymsnas. (class 25)	
Pro Image South Africa	Pending	95/0639	5/24/95		
Pro Image South Korea	Pending	95-2159	3/13/95	Retail sporting goods store services (class 42)	
Pro Image Sri Lanka	Pending	77127	1/3/96	Retail sporting goods store services (class 42)	
Pro Image Taiwan	Pending	84044342	8/31/95	Retail sporting goods store services (class 42)	
Pro Image United Arab Emr	Pending	10936	5/8/95	Retail sporting goods store services (class 42)	
Pro Image Vietnam	Registered	25339	10/12/95	Retail sporting goods store services (class 42)	21413 10/12/95
Pro Image and Ike with Oval United Kingdom	Registered	2032071	8/29/95	Retail sporting goods store services (class 42,25)	2032071 8/29/95
Pro Image and Oval Design Canada	Pending	774,803	2/3/95	Retail sporting goods store services (class 42,25)	
Pro Image and Oval Design Hong Kong	Abandoned	3440/95	3/24/95	Retail sporting goods store services (class 42)	Response to Office Action
Pro Image and Oval Design Japan	Pending	Hei 7-37268	4/14/95	Clothing for sports and gymsnas. (class 25)	
Pro Image and Ovnt with Ike Design Canada	Registered	774,804	1/2/95	Retail sporting goods store services (class 42,25)	Renewal 08/32/11 - Proof of Use 05/14/99
Pro Image with Oval and Ike Design Thailand	Pending	294862	10/4/95	Retail sporting goods store services (class 42)	

PRO IMAGE SERVICEMARKS/TRADEMARKS STATUS

INTERNATIONAL	Registered	17,123 12/15/03	330307	Retail sporting goods store services (class 42)
The Pro Image Indonesia				