

10/29/02

10-30-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102264856

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

1. Name of conveying party(ies):

Brooks Sports, Inc.

- 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: October 21, 2002

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: _____

Street Address: 2450 Colorado Avenue., Suite 3000

City: Santa Monica State: CA Zip: 90404

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

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

A. Trademark Application No.(s) see attached

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Hydee R. Feldstein

Internal Address: _____

Paul, Hastings, Janofsky & Walker LLP

Street Address: 515 South Flower St., 25th Floor

City Los Angeles State CA Zip 90071

6. Total number of applications and registrations involved: _____

22

7. Total fee (37 CFR 3.41).....\$ 565

- Enclosed Fee Pd.
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

David N. Bohan

Name of Person Signing
Brooks Sports, Inc

David N. Bohan

Signature

10/22/02

Date

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

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

TRADEMARK
REEL: 2569 FRAME: 0949

TRADEMARKS

Registered Trademarks

<u>Trademark</u>	<u>Serial No.</u>
ASR	2,203,713
B & DESIGN	1,973,699
BROOKS	1,161,034
BROOKS & NEW CHEVRON DESIGN	2,521,124
BROOKS & V DESIGN	1,319,455
BROOKS & V DESIGN & CHEVRON DESIGN	1,336,768
BROOKS & V DESIGN (INTEGRAL)	1,777,883
DESIGN (NEW CHEVRON OVAL)	2,550,943
HYDROFLOW	2,008,775
MUDDY BUDDY	2,398,589
PODULAR TECHNOLOGY	2,181,990
V DESIGN ON SHOE	1,419,241
BROOKS & DESIGN	1,683,840
DESIGN ONLY	1,360,550
BROOKS & DESIGN	1,319,454
BROOKS & DESIGN	1,360,549
DESIGN ONLY	1,319,453
BROOKS (& DESIGN)	1,213,324

Trademark Applications

<u>Trademark</u>	<u>Application No.</u>
DESIGN (NEW CHEVRON - NO OVAL)	76/007,508
RUN HAPPY	76/006,174
RUNDERWEAR	76/117,309
DESIGN ONLY	75/982,684

COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)

COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT)
(this "Security Agreement"), dated as of October 21, 2002 between **BROOKS SPORTS, INC.**, a Washington corporation with its chief executive offices located at 19820 North Creek Parkway, Suite 200, Bothell, Washington 98011 ("Borrower"), and **FOOTHILL CAPITAL CORPORATION**, a California corporation with an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404 ("Lender").

W I T N E S S E T H:

WHEREAS, Lender and Borrower have entered into that certain Loan and Security Agreement, dated as of the date hereof (as in effect from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Loan Agreement), pursuant to which Lender will provide certain financial accommodations to Borrower;

WHEREAS, Borrower owns all right, title, and interest in and to, among other things, all the United States and foreign trademarks, trademark registrations, trademark applications and tradenames, set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, in order to secure Borrower's obligations to Lender under the Loan Agreement and all documents in connection therewith (collectively, the "Loan Documents"), Borrower has granted to Lender a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and in the Loan Documents, and Lender has requested Borrower to enter into this Security Agreement to evidence further such security interest.

NOW THEREFORE, for valuable consideration received and to be received, the parties hereto agree as follows:

1. Grant of Security Interest. As security for the full payment and performance of Borrower's obligations under the Loan Agreement, and to induce Lender to make loans and advances to Borrower, Borrower hereby grants to Lender a security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are, granted to, or filed by Borrower, whether based upon, derived from, or variations of any Trademarks disclosed in the Trademarks or otherwise (the "Future Trademarks");

(d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all packaging, proceeds, labeling, trade names, service marks, logos, and trade dress including or containing without limitation, license royalties and proceeds of infringement suits, based on the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which Borrower is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(h) all goodwill of Borrower's business, connected with, symbolized by or in any way related to the foregoing.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

2. Borrower's Obligations. Borrower agrees that, notwithstanding this Security Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Lender shall not have any obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Security Agreement or any payment received by Lender relating to the Collateral, nor shall Lender be required to perform any covenant, duty, or obligation of Borrower arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

3. Representations and Warranties. Borrower represents and warrants to Lender that:

(a) Borrower is the owner of, and no adverse claims have been made with respect to its title to or the validity of, the Collateral;

(b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Borrower has any or all right, title and interest;

(c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, license (by Borrower as licensor) or encumbrance, except for Lender's security interest; and

(d) when this Security Agreement is filed in the United States Patent and Trademark Office and Lender has taken the other actions contemplated in this Security Agreement and by the other Loan Documents (and subject to such further filings as may

be required in foreign countries), this Security Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Lender, enforceable against Borrower and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

4. Covenants. Borrower will maintain the Collateral, and will defend the Collateral against the claims of all persons, and will maintain and renew all registrations of Collateral; provided, however, that Borrower will not be required to maintain any Collateral which no longer has any economic value. Borrower will maintain the same standard of quality (which Lender has reviewed) for the goods and services in connection with which the Trademarks are used as Borrower maintained for such goods and services prior to entering into this Security Agreement. Lender shall have the right to enter upon Borrower's premises at all reasonable times to monitor such quality standards. Without limiting the generality of the foregoing, Borrower shall not permit the expiration, termination or abandonment of any Trademark or Future Trademark without the prior written consent of Lender, unless Borrower in its reasonable business judgment determines that such Trademark or Future Trademark, as applicable, is not material to Borrower's business and has no material sale or licensing value. If, before the Borrower's obligations under the Loan Agreement have been satisfied in full and the Loan Documents have been terminated, Borrower shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Borrower shall give Lender prompt notice thereof in writing.

5. Use Prior to Default. Effective until Lender's exercise of its rights and remedies upon an Event of Default under and as defined in the Loan Documents (an "Event of Default"), Lender hereby grants to Borrower the exclusive non-transferable right and license to use the Collateral and (to the extent expressly permitted in Section 4 above) sell the Trademarks and Future Trademarks disclosed and claimed herein, in the ordinary course of its business, subject to the terms and covenants of the Loan Documents and this Security Agreement.

6. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Lender shall have all the rights and remedies granted to it in such event by the Loan Agreement and the other Loan Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Lender. Lender in such event may collect directly any payments due to Borrower in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement or the other Loan Documents. Borrower agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks and Future Trademarks. In the event Borrower fails or refuses to execute and deliver such documents, Borrower hereby irrevocably appoints Lender as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Borrower's behalf. Notwithstanding any provision hereof to the contrary, during the continuation of an Event of Default, Borrower may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner

consistent with its past practices, until it receives written notice from Lender to the contrary. The preceding sentence shall not limit any right or remedy granted to Lender with respect to Borrower's inventory under the Loan Documents or any other agreement now or hereafter in effect.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement, the other Loan Documents or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Security Agreement may not be modified, supplemented, or amended, or any of its provisions waived without the prior written consent of Lender. Borrower hereby authorizes Lender to modify this Security Agreement by amending Exhibit A hereto to include any Future Trademarks.

9. Waiver of Rights. No course of dealing between the parties to this Security Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights and remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Lender of any breach or default by Borrower shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Security Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Borrower without the prior written consent of Lender; and, provided further, that Lender may assign the rights and benefits hereof to any party acquiring any interest in the Obligations (as defined by the Loan Documents) or any part thereof.

11. Further Acts. Until all of the obligations of Borrower to Lender shall have been paid in full, Borrower shall have the duty to prosecute diligently any applications for the Trademarks and Future Trademarks pending as of the date of this Security Agreement or thereafter, until Obligations shall have been paid in full, to make applications on material unregistered but registrable as trademarks in any location where Borrower does business, and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications and other actions shall be borne by Borrower. Borrower shall not abandon any right to file a trademark application, registration for any trademark, nor abandon any such pending trademark application or registration, without the consent of Lender, unless Borrower in its reasonable business judgment determines that such Trademark or Future Trademark, as applicable, is not material to Borrower's business and has no material sale or licensing value.

12. Enforcement. Upon Borrower's failure to do so after Lender's demand, or upon an Event of Default, Lender shall have the right but shall in no way be obligated to bring suit to

enforce the Trademarks and Future Trademarks and any license thereunder, in which event Borrower shall at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender and its respective agents for all costs and expenses incurred by such person in the exercise of their rights under this Section 12.

13. Re-Assignment. At such time as Borrower shall completely satisfy all of the Obligations (as defined by the Loan Documents), and the Loan Documents have been terminated, other than upon enforcement of Lender's remedies under the Loan Documents after an Event of Default, Lender will execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest Borrower with full title to the Trademarks and Future Trademarks, subject to any dispositions thereof which may have been made by Lender pursuant hereto.

14. Severability. If any clause or provision of this Security Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

15. Notices. All notices, requests and demands to or upon Borrower or Lender under this Security Agreement shall be given in the manner prescribed by the Loan Documents.

16. Governing Law. This Security Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of California, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Security Agreement shall be tried and litigated only in the State and federal courts located in the County of Los Angeles, State of California, whichever Lender may elect (except that Lender shall have the right to bring any action or proceeding against Borrower or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Borrower or its property. BORROWER AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS SECURITY AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 16.

17. Counterparts, etc. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by telefacsimile shall also deliver an original executed counterpart, but the

failure to do so shall not affect the validity, enforceability or binding effect of this Security Agreement.

18. Supplement. This Security Agreement is a supplement to, and is hereby incorporated into, the Loan Documents and made a part thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have entered into this Security Agreement as of the date first above written.

BORROWER

BROOKS SPORTS, INC.

By: David M. Bohan
Name: David N. Bohan
Title: Sr VP, COO & CFO

LENDER

FOOTHILL CAPITAL CORPORATION

By: _____
Name: Joshua W. Easterly
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

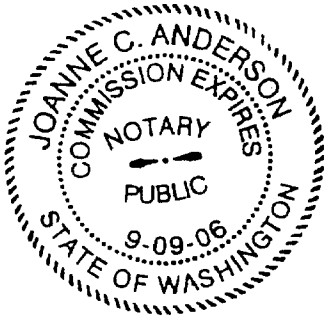
ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF King) ss.

On Oct. 22, 2007, before me, Joanne Anderson Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared David Bohan,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Joanne C. Anderson
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Collateral Assignment of Trademarks (Security Agreement)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

IN WITNESS WHEREOF, the parties have entered into this Security Agreement as of the date first above written.

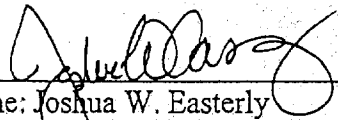
BORROWER

BROOKS SPORTS, INC.

By: _____
Name: _____
Title: _____

LENDER

FOOTHILL CAPITAL CORPORATION

By:  _____
Name: Joshua W. Easterly
Title: Vice President

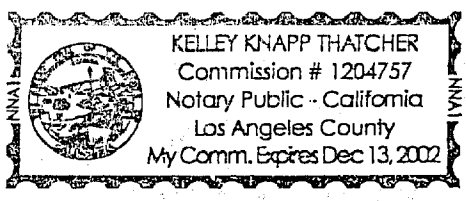
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT

STATE OF CA)
COUNTY OF Los Angeles) ss.

On 10/21/02, before me, Kelley Knapp Thatcher ^{Notary Public}
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Joshua W. Easterly
Name of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual		<u>Collateral Assignment of Trademarks (Security Agreement)</u>
<input type="checkbox"/> Corporate Officer		<u>Title or Type of Document</u>
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited	<u>Number of Pages</u>
<input type="checkbox"/> Attorney-In-Fact	<input type="checkbox"/> General	<u>Date of Document</u>
<input type="checkbox"/> Trustee(s)		<u>Signer(s) Other Than Named Above</u>
<input type="checkbox"/> Guardian/Conservator		
<input type="checkbox"/> Other: _____		
Signer is Representing: Name of Person(s) or Entity(ies) _____ _____		

EXHIBIT A
TRADEMARKS

UNITED STATES TRADEMARKS

<u>TRADEMARK</u>	<u>CLASS(ES)</u>	<u>TRADEMARK APPLICATION NO./ FILING DATE</u>	<u>TRADEMARK REGISTRATION NO./ ISSUANCE DATE</u>
1. ASR	25	75/304381 06/09/97	2203713 11/17/98
2. B & DESIGN	25	74/641911 03/03/95	1973699 05/14/96
3. BROOKS	25	73/125926 05/09/77	1161034 07/14/81
4. BROOKS & NEW CHEVRON DESIGN	25	75/932902 03/02/00	2521124 12/18/01
5. BROOKS & V DESIGN	25	73/427688 05/26/83	1319455 02/12/85
6. BROOKS & V DESIGN & CHEVRON DESIGN	25	73/427681 05/26/83	1336768 05/21/85
7. BROOKS & V DESIGN (INTEGRAL)	18	74/280580 06/02/92	1777883 06/22/93
8. DESIGN (NEW CHEVRON - NO OVAL)	25	76/007508 03/23/00	
9. DESIGN (NEW CHEVRON OVAL)	25	76/002711 03/17/00	2550943 03/19/02
10. HYDROFLOW	25	75/035222 12/21/95	2008775 10/15/96
11. MUDDY BUDDY	41	75/611477 12/23/98	2398589 10/24/00
12. PODULAR TECHNOLOGY	25	75/252947 03/05/97	2181990 08/18/98
13. RUN HAPPY	25	76/006174 03/21/00	
14. RUNDERWEAR	25	76/117309 08/25/00	
15. V DESIGN ON	25	73/109762	1419241

<u>TRADEMARK</u>	<u>CLASS(ES)</u>	<u>TRADEMARK APPLICATION NO./ FILING DATE</u>	<u>TRADEMARK REGISTRATION NO./ ISSUANCE DATE</u>
SHOE		12/16/76	12/02/86
16. BROOKS & DESIGN	25	74/046570 4/6/90	1683840 4/21/92
17. DESIGN ONLY	18	73/425028 5/9/83	1360550 9/17/85
18. BROOKS & DESIGN	25	73/425027 5/9/83	1319454 2/12/85
19. BROOKS & DESIGN	18	73/425026 5/9/83	1360549 9/17/85
20. DESIGN ONLY	25	73/425025 5/9/83	1319453 2/12/85
21. BROOKS (& DESIGN)	25	73/253544 3/10/80	1213324 10/19/82
22. DESIGN ONLY	25	75/982684 3/23/00	

FOREIGN TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>CLASS(ES)</u>	<u>TRADEMARK APPLICATION NO./ FILING DATE</u>	<u>TRADEMARK REGISTRATION NO./ISSUANCE DATE</u>
1. Argentina	BROOKS	25	2052396 10/10/96	1640152 07/31/97
2. Argentina	BROOKS & V Design (integral)	18	1793037 03/01/91	1578528 10/12/95
3. Argentina	BROOKS & V Design (Integral)	25	1793038 03/01/91	1589116 01/23/96
4. Argentina	HYDROFLOW	25	1835325 03/12/92	1480259 10/29/93
5. Australia	BROOKS	25	382658 10/18/82	B382658
6. Australia	BROOKS & V Design (Integral)	25	533418 05/02/90	533418 12/03/96
7. Australia	Design – New Chevron Oval	25	849120 09/05/00	849120
8. Australia	HYDROFLOW	25	504409 02/08/89	A504409 03/31/95
9. Australia	MUDDY BUDDY	41	905113 03/04/02	
10. Australia	V Design	25	571590 02/03/92	571590 10/21/96
11. Australia	V Design on shoe	25	539382 08/06/90	539382 10/21/96
12. Austria	BROOKS	25	AM 2035/79 07/30/79	92623 12/14/79
13. Austria	BROOKS & V Design (Integral)	18 25	AM5906/91 12/11/91	140873 03/09/92
14. Austria	HYDROFLOW	18 25	AM 5907/91 03/09/92	140874 04/24/92
15. Austria	V Design	25	AM2039/79 07/30/79	92627 12/14/79
16. Brazil	BROOKS & V Design (Integral)	25 (Local Class 25.20)	816631298 02/21/92	816631298 08/03/93
17. Brazil	BROOKS (stylized)	25 (Local Class 25.20)	814771580 04/24/89	814771580 12/06/94

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>CLASS(ES)</u>	<u>TRADEMARK APPLICATION NO./ FILING DATE</u>	<u>TRADEMARK REGISTRATION NO./ISSUANCE DATE</u>
18. Brazil	HYDROFLOW	25 Local Class 25.10, 25.20, 25.60	816631280 02/21/92	816631280 10/24/95
19. Brazil	V Design	25	816626189 02/14/92	816626189 10/19/93
20. Bulgaria	BROOKS	25	5439 12/23/87	16147 01/29/88
21. Benelux	BROOKS	28	658853 06/28/83	390876
22. Benelux	BROOKS	18 25	631858 08/10/79	364369
23. Benelux	BROOKS & V Design (integral)	18 25	783573 07/24/92	518115
24. Benelux	HYDROFLOW	25	724975 02/08/89	460413 12/01/89
25. Benelux	V Design	25	632367 09/13/79	363409
26. Benelux	V Design on shoe	25	632026 08/22/79	363737
27. Canada	BROOKS		489319 07/09/92	303228 05/31/85
28. Canada	BROOKS & V Design (integral)		666982 09/14/90	445893 08/11/95
29. Canada	BROOKS & V Design (Integral)		690202 09/24/91	436079 11/25/94
30. Canada	Design - New Chevron Oval		1075201 09/15/00	
31. Canada	HYDROFLOW		624686 02/03/89	395417 03/13/92
32. Canada	HYDROFLOW		666996 09/14/90	395197 03/06/92
33. Canada	HYDROFLOW		690207 09/24/91	403115 09/25/92
34. Canada	V Design		690197 09/24/91	437200 12/23/94

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>CLASS(ES)</u>	<u>TRADEMARK APPLICATION NO./ FILING DATE</u>	<u>TRADEMARK REGISTRATION NO./ISSUANCE DATE</u>
35. Canada	V Design		666960 09/14/90	436704 12/09/94
36. Canada	V Design on shoe	25	427601 07/18/78	338782 03/31/88
37. Canada	Muddy Buddy		1147711 07/23/02	
38. Chile	BROOKS	18	6283 08/04/82	400633 09/07/82
39. Chile	BROOKS	25	224649 11/06/92	402810 03/03/93
40. Chile	BROOKS & V Design (integral)	18	217078 08/12/92	400632 01/20/93
41. Chile	BROOKS & V Design (Integral)	18 25	502524 09/27/00	585940 12/21/00
42. Chile	HYDROFLOW	25	443834 03/19/99	539258 04/22/99
43. Chile	V Design	25	232497 02/17/93	405724 04/27/93
44. Chile	V Design	18 25	198574 01/28/92	417442 11/26/93
45. China	BROOKS	25	43063 11/21/85	262644
46. China	BROOKS & V Design (Integral)	18	92008122 03/04/92	629412 02/10/93
47. China	BROOKS & V Design (Integral)	25	8908747 04/03/89	511818 02/10/90
48. China	Design - New Chevron Oval	25	2000144629 09/18/00	
49. China	HYDROFLOW	25	92052799 08/18/92	657899 09/14/93
50. China (Taiwan)	Design - New Chevron Oval	25	89051632 09/06/00	971622 11/16/01
51. China (Taiwan)	HYDROFLOW	41	81011945 03/17/92	570881 01/16/98

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52. Columbia	HYDROFLOW	25	357096 03/13/92	
53. Czech Republic	BROOKS	25	55437 12/15/87	167152 12/28/88
54. Czech Republic	BROOKS & V Design	18 25	85787 01/13/94	184886 05/15/95
55. Czech Republic	HYDROFLOW	25	6285 03/17/92	183286 03/09/95
56. Denmark	BROOKS	25	3142/79 07/30/79	2420-1984 07/06/84
57. Denmark	BROOKS & V Design (Integral)	18 25	181/93 01/12/93	VR30031994 05/13/94
58. Denmark	HYDROFLOW	25	1760/92 03/10/92	VR 109401992 11/27/92
59. Denmark	V Design	25	3146/79 07/30/79	2310/80 06/13/80
60. Dominican Republic	BROOKS	45	(none) 01/12/83	34997 02/03/83
61. Dominican Republic	BROOKS	52	(none) 01/12/83	34996 02/03/83
62. Ecuador	BROOKS & V Design (Integral)	18	30145 02/12/92	2797-92 11/16/92
63. Ecuador	BROOKS & V Design (Integral)	25	30464 02/24/92	2926-92 11/16/92
64. Ecuador	HYDROFLOW	25	31432 04/10/92	825-93 04/30/93
65. Ecuador	V Design	25	25622 05/22/91	457-92 03/04/92
66. Ecuador	V Design	25	30466 02/24/92	2891-92 11/16/92
67. European Community	BROOKS	25	162313 04/01/96	162313 01/25/99
68. European Community	Design - New Chevron Oval	25	1854728 09/14/00	1854728 04/18/02

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69. European Community	HYDROFLOW	25	162131 04/01/96	162131 06/02/98
70. European Community	V Design	25	162255 04/01/96	162255 12/22/99
71. European Community	BROOKS ADRENALINE	25	10/07/02	
72. Federal Republic of Germany	BROOKS	25	B6430025Wz 10/15/79	1002388 05/22/80
73. Federal Republic of Germany	BROOKS & Chevron Design	25	W34381/25Wz 08/08/84	1109990 08/17/87
74. Federal Republic of Germany	BROOKS & V Design (Integral)	25	W40506/25Wz 06/07/90	1186858 01/29/93
75. Federal Republic of Germany	HYDROFLOW	25	W38936/25Wz 02/14/89	1186887 02/03/93
76. Finland	BROOKS	25	793760 07/27/79	91775 02/20/85
77. Finland	BROOKS & V Design (Integral)	18 25		142434 02/20/96
78. Finland	HYDROFLOW	25	890143 01/12/89	111957 05/20/91
79. Finland	V Design	25	793764 07/27/79	89036 06/05/84
80. France	BROOKS	25	09/21/89	1551741
81. France	BROOKS & V Design (Integral)	18 25	212332 05/25/90	1593873
82. France	HYDROFLOW	25	92411308 03/20/92	92411308 03/20/92
83. France	V Design	25	155900 09/21/89	1551737
84. Greece	BROOKS & V Design (Integral)	18 25	107548 01/31/92	107548 05/17/95

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85. Greece	HYDROFLOW	18 25	107549 01/31/92	107549 01/17/95
86. Guatemala	BROOKS & V Design (Integral)	25	3001-83 07/28/83	
87. Guatemala	BROOKS	25	3051-83 08/04/83	Pending
88. Hong Kong	HYDROFLOW	25	1776/92 02/29/92	4230/93 10/14/93
89. Hungary	BROOKS	25	2275/87 12/03/87	127095 06/29/88
90. Hungary	BROOKS & V Design (Integral)	18 25	M300025 01/06/93	139908 09/23/88
91. Hungary	HYDROFLOW	25	M9201361 03/11/92	135797
92. Hungary	V Design	25	2276/87 12/03/87	127248
93. India	BROOKS	25	403461 03/29/83	
94. India	BROOKS & V Design (Integral)	25	581151 09/16/92	
95. India	HYDROFLOW	25		5169148
96. India	V Design	25	403463 03/29/83	403463B 01/31/95
97. Indonesia	BROOKS	18	804 05/26/90	495168 06/04/91
98. Indonesia	BROOKS	25	804 05/26/90	495169 06/04/91
99. Indonesia	BROOKS & V Design (Integral)	18 25	4248 07/28/93	315401 11/07/94
100. Indonesia	HYDROFLOW	25	4248 02/08/92	312829
101. Ireland	BROOKS	25	39184 02/10/84	135237 09/01/93
102. Ireland	BROOKS & V Design (Integral)	25	169/92 01/14/92	162713 02/12/96

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103. Ireland	HYDROFLOW	25	168/92 01/14/92	147286
104. Ireland	V Design	25	2357/79 08/22/79	B110200
105. Israel	BROOKS	25	82354 02/11/92	82354
106. Israel	BROOKS & V Design (Integral)	18	82333 02/07/92	82333
107. Israel	BROOKS & V Design (Integral)	25	892334 02/07/92	82334
108. Israel	HYDROFLOW	25	82355 02/11/92	82355
109. Israel	V Design	25	82353 02/11/92	82353
110. Italy	BROOKS	18	19271C/83 05/13/83	418681 04/14/86
111. Italy	BROOKS	25	21490C/80 09/26/80	470116 03/11/87
112. Italy	BROOKS & V Design (Integral)	18	23080C/90 08/24/90	605454 10/20/93
113. Italy	HYDROFLOW	25	M192C002093 03/23/92	641010 12/27/94
114. Italy	V Design	25	21494C/80 09/26/80	470120 03/11/87
115. Japan	B & Design	25	7-80976	4100559 01/09/98
116. Japan	BROOKS	21	52-049691 07/15/77	1492780 12/25/81
117. Japan	BROOKS	24	1739/86 04/02/76	2061754 07/22/88
118. Japan	BROOKS	25	10-011020 02/12/98	4293079 07/09/99
119. Japan	BROOKS & V Design (Integral)	5 9 10 16 17 18 20 21 22 24 25 28	2-063002 06/04/90	2716226 09/30/96

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120. Japan	BROOKS (in Katakana)	25	7-080973 08/04/95	4168370 07/17/98
121. Japan	BROOKS (in Katakana)	25 (Local Class 22)	22560/1977 04/05/77	1465560 06/30/81
122. Japan	BROOKS ATHLETIC & Design	21	3-116670 11/08/91	2585348 10/29/93
123. Japan	Design – New Chevron Oval	25	2000-098447 09/07/00	4472761 05/11/01
124. Japan	HYDROFLOW	22	1-15447 02/13/89	2357270 11/29/91
125. Japan	HYDROFLOW	25	7-80977	4100560 01/09/98
126. Japan	V Design	25	20465/92 02/28/92	2673407 06/29/94
127. Japan	V Design	25	305937/92	3200339 09/30/96
128. Japan	V Design	25	5-001892 01/12/93	3200342 09/30/96
129. Japan	V Design	25	7-80975	4104160 01/16/98
130. Japan	V Design	6 14 18 21 22 25 26	3-123824 11/29/91	2705647 03/31/95
131. Japan	BROOKS & V Design (Integral)	25	7-80974	4168371 08/04/95
132. Kuwait	V Design	25	18688 12/31/85	17532 12/15/86
133. Lebanon	HYDROFLOW	25	41/20014 04/30/92	57841
134. Malaysia	BROOKS	25	85/02365 05/31/85	
135. Malaysia	BROOKS & V Design (Integral)	25	MA/524/92 01/29/92	
136. Malaysia	Design – New Chevron Oval	25	2000/12450 09/07/00	

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137. Malaysia	HYDROFLOW	25	MA/803/92 02/11/92	92/00803 05/03/95
138. Malaysia	V Design – Line Border	25	MA/804/92 02/11/92	
139. Malaysia	V Design on shoe	25	85/02366 05/31/85	
140. Mexico	BROOKS	25	127510 11/25/91	408170 03/18/92
141. Mexico	BROOKS & V Design	18	127513 11/25/91	
142. Mexico	BROOKS & V Design (Integral)	25	54881 12/30/88	434988 06/01/93
143. Mexico	BROOKS & V Design (Integral)	25	127512 11/25/91	432484 03/29/93
144. Mexico	Design – New Chevron Oval	25	447896 09/15/00	688969 02/28/01
145. Mexico	HYDROFLOW	25	127509 11/25/91	408169 03/18/92
146. Mexico	V Design	25	127511 12/25/91	420801 08/27/92
147. Mexico	V Design	10 25	72429 09/27/89	412974 05/12/92
148. New Zealand	BROOKS	18	204543 09/03/80	204543
149. New Zealand	BROOKS	25	154449 08/17/84	154449 02/25/97
150. New Zealand	BROOKS & V Design (Integral)	18	204544 09/03/90	204544 10/17/96
151. New Zealand	BROOKS & V Design (Integral)	25	204545 09/03/90	204545 01/17/97
152. New Zealand	Design – New Chevron Oval	25	622451 09/05/00	622451 03/08/01
153. New Zealand	HYDROFLOW	18	204646 09/07/90	204646

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154. New Zealand	V Design	25	206347 11/20/90	B206347 10/17/96
155. New Zealand	V Design	25	132671 06/04/96	132671 12/03/97
156. New Zealand	Muddy Buddy	41	661362 07/24/02	
157. New Zealand	Muddy Buddy	36	663774 09/02/02	
158. Norway	BROOKS	25	792244 08/03/79	112380 11/18/82
159. Norway	BROOKS & V Design (Integral)	18 25	915909 11/22/91	163658 07/14/94
160. Norway	Design – New Chevron Oval	25	200010488 09/06/00	208696 05/25/01
161. Norway	V Design	25	832690 08/25/83	120808 05/02/85
162. Panama	BROOKS	25	49157 02/22/89	49157 09/04/89
163. Panama	HYDROFLOW	25	61201 05/11/92	61201 01/21/94
164. Panama	V Design on shoe	25	60689 03/31/92	60689 12/27/93
165. Peru	BROOKS	18	183090 03/18/91	96256 02/14/92
166. Peru	BROOKS	25	183061 03/18/91	92294 07/25/86
167. Peru	BROOKS & V Design (Integral)	18	199000 03/03/92	98545 08/05/92
168. Peru	BROOKS & V Design (Integral)	25	153538 03/03/92	97980 06/26/92
169. Peru	V Design on shoe	25	182024 02/22/91	7684 04/27/94
170. Philippines	BROOKS	25	49383 10/11/82	46625 09/27/89

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171. Philippines	BROOKS	18 25 28	48993 80/23/82	43682 04/10/89
172. Philippines	BROOKS & V Design (Integral)	18 25	81175	59412 10/03/94
173. Philippines	V Design on shoe	25	44811 05/08/81	46415 09/11/89
174. Poland	BROOKS	25	Z-85273 12/18/87	63098
175. Poland	BROOKS & V Design (INTEGRAL)	18 25	Z-117702 01/07/93	88103 01/07/93
176. Poland	V Design on shoe	25	Z-85275 12/18/87	63281 05/05/89
177. Portugal	BROOKS	25	203544 08/14/79	203544 01/05/87
178. Portugal	BROOKS & V Design (Integral)	18	278372 11/20/91	278372 09/22/92
179. Portugal	BROOKS & V Design (Integral)	25	278373 11/20/91	278373 09/16/92
180. Portugal	HYDROFLOW	25	280358 02/12/92	280358 12/28/92
181. Portugal	V Design	25	280274 02/07/92	280274 02/02/94
182. Republic of Korea	BROOKS	25 (Local Class 27)	91-2329 08/04/83	77255 04/09/92
183. Republic of Korea	Design – New Chevron Oval	25	40200043720 09/18/00	503657 10/15/01
184. Russia	BROOKS	25	107647 12/07/87	83416 07/11/88
185. Russia	BROOKS & V Design (Integral)	18 25	92010705 12/16/92	122444 12/28/94
186. Russia	Design – New Chevron Oval	25	2000723840 09/18/00	
187. Russia	HYDROFLOW	25	154974 03/24/92	113215 08/23/93

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188. Russia	V Design on shoe	25	107648 12/07/87	83465 07/18/88
189. Saudi Arabia	HYDROFLOW	25	16181 03/21/92	271/34 12/12/92
190. Singapore	BROOKS	25	T92/00833D 02/07/92	T92/00833D 02/07/92
191. Singapore	BROOKS & V Design (Integral)	25	S/3915/90 05/30/90	B3915/90
192. Singapore	HYDROFLOW	25	S891/92 02/10/92	T92/00891A
193. Singapore	V Design – Line Border	25	S/890/92 02/10/92	
194. SK	BROOKS & V Design	25	59134 10/29/90	169555 03/24/92
195. South Africa	BROOKS	25	80/2603 04/28/80	80/2603 02/04/83
196. South Africa	BROOKS & V Design (Integral)	18	92/0582 01/27/92	92/0582 03/21/94
197. South Africa	BROOKS & V Design (Integral)	25	92/0583 01/27/92	92/0583 03/21/94
198. South Africa	HYDROFLOW	25	92/05/81 01/27/92	92/0581 03/21/94
199. South Africa	V Design	25	80/0752 02/14/80	80/0752
200. Spain	BROOKS & V Design (Integral)	25	1575393 06/20/90	1575393 08/05/93
201. Spain	BROOKS (stylized)	25	668884 03/04/72	668884 10/13/75
202. Spain	HYDROFLOW	25	1302981 02/17/89	1302981 05/21/90
203. Spain	V Design on shoe	25	1194284 05/14/87	1194284 06/05/89
204. Sweden	BROOKS & V Design (Integral)	18 25	92-04128 04/29/92	252208 10/01/93

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205. Sweden	HYDROFLOW	25	89-1128 02/07/89	219894 12/07/90
206. Sweden	V Design	25	83-1564 08/10/83	194348 01/18/85
207. Switzerland	BROOKS	25	4910 09/27/79	302425 04/01/80
208. Switzerland	BROOKS & V Design (integral)	18	8230/1991.5 12/06/91	395756
209. Switzerland	HYDROFLOW	18 25	8229/1991.9 12/06/91	394142
210. Switzerland	V Design	25	4913 09/27/79	302472 04/03/80
211. Thailand	BROOKS & V Design (Integral)	38	222206 12/11/91	162196 09/22/92
212. Thailand	Design -- New Chevron Oval	25	432674 09/15/00	
213. Thailand	HYDROFLOW	25 (Local Class 38)	480148 02/11/92	TM159189 09/22/92
214. Thailand	V Design	25	217185 07/24/91	164059
215. Thailand	V Design	18 Local Class 50	217186 07/24/91	161202 02/08/94
216. Thailand	BROOKS	38	217183 07/24/91	159482
217. Tangier	BROOKS	18 25	8279 01/22/92	8279
218. Ukraine	BROOKS	25	02/10/93	513 06/15/93
219. Ukraine	HYDROFLOW	25	93063011 06/18/93	8406 06/30/97
220. Ukraine	V Design on shoe	25	02/10/93	510 06/15/93
221. United Arab Emirates	222. BROOKS	25	4761 01/30/94	

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223. United Kingdom	BROOKS	25	1500324 05/13/92	1500324 08/27/93
224. United Kingdom	BROOKS & V Design (Integral)	25	1494051 03/12/92	1494051 03/17/95
225. United Kingdom	HYDROFLOW	25	1369943 01/13/89	1369943 08/28/90
226. United Kingdom	V Design	25	1503217 06/09/92	1503217 09/30/94
227. United Kingdom	V Design – Line Border	25	1494032 03/12/92	1494032 10/28/94
228. Uruguay	BROOKS	25	217106 04/22/87	217106 11/19/91
229. Uruguay	BROOKS	18 25	237847 06/07/90	340519 06/03/92
230. Uruguay	BROOKS & V Design (Integral)	18 25	237848 06/07/90	340518 06/30/92
231. Venezuela	BROOKS	39	4545/85 05/03/85	128224-F 01/20/87
232. Venezuela	BROOKS & V Design	39	1455-92 01/29/92	02/20/95
233. Venezuela	V Design	39	6648-85 06/12/85	
234. Vietnam	BROOKS	25	17487 03/26/94	15493 03/01/95
235. Vietnam	BROOKS & V Design (Integral)	16	17486 11/26/94	15492 03/01/95
236. Vietnam	V Design	25	17488 03/26/94	31960 09/03/99
237. Zimbabwe	BROOKS & V DESIGN (INTEGRAL)	25	96/92 01/28/92	B96/92 01/28/92