

10-23-2002



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

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

1. Name of conveying party(ies): Jantzen Apparel Corp. MRD 10-17-02
Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: JanSport Apparel Corp. Internal Address: 201 Baynard Building Street Address: 3411 Silverside Road City: Wilmington State: DE Zip: 19810
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 3/14/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,057,735 & 1,277,100
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Helen L. Winslow Internal Address: The H.D. Lee Company, Inc. 201 Baynard Building Street Address: 3411 Silverside Road City: Wilmington State: DE Zip: 19810

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:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. 25.00 DP 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. Helen L. Winslow Signature March 14, 2002 Date
Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK REEL: 2603 FRAME: 0825

AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 14th day of March, 2002, between JANTZEN APPAREL CORP., a Delaware corporation ("Assignor"), with principal offices at 3411 Silverside Road, Wilmington, Delaware 19810, and JANSPOUT APPAREL CORP., a Delaware corporation, with principal offices at 3411 Silverside Road, Wilmington, Delaware 19810 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted (or acquired) and used in the United States and throughout the world the trademarks, service marks, and trade names listed in Schedule A attached hereto and incorporated herein by reference (collectively, "the Trademarks") and is the beneficial owner of the applications therefor and the registrations thereof, which are shown in said Schedule A; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title, and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to all the Trademarks and the applications and registrations thereof, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts, and obligations associated with the Trademarks.

3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest, and record in Assignee full and complete ownership of each of the Trademarks.

4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

JANTZEN APPAREL CORP.

By: Helen L. Winslow
Name: Helen L. Winslow
Title: Secretary and Authorized Signatory

JANSPORT APPAREL CORP.

By: George P. Warren, Jr.
Name: George P. Warren, Jr.
Title: Vice President

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF DELAWARE : ss.
COUNTY OF NEW CASTLE :

This 14th day of March, 2002, came before me, Susan M. Minakowski, Notary Public for said County and State, Helen L. Winslow, who, being by me duly sworn, says that she is the Secretary and Authorized Signatory of JANTZEN APPAREL CORP., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Helen L. Winslow acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 14th day of March, 2002.

(Official Seal)


NOTARY PUBLIC

My Commission Expires: March 8, 2004

SUSAN M. MINAKOWSKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Mar. 8, 2004

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF DELAWARE : ss.
COUNTY OF NEW CASTLE :

This 14th day of March, 2002, came before me, Susan M. Minakowski, Notary Public for said County and State, George P. Warren, Jr., who, being by me duly sworn, says that he is the Vice President of JANSPOUT APPAREL CORP., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said George P. Warren, Jr. acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 14th day of March, 2002.

(Official Seal)

Susan M. Minakowski
NOTARY PUBLIC

My Commission Expires: March 8, 2004

SUSAN M. MINAKOWSKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Mar. 8, 2004

Schedule A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>International Class</u>
NORTH COUNTRY	1,057,735	February 1, 1977	25
WIND RIDER	1,277,100	May 8, 1984	25