

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Airwalk International LLC	Items International, Inc.	02/12/2003	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Rader, Fishman & Grauer PLLC
Street Address:	39533 Woodward Avenue
Internal Address:	Suite 140
City:	Bloomfield Hills
State/Country:	MICHIGAN
Postal Code:	48304
Entity Type:	professional limited liability company: MICHIGAN

PROPERTY NUMBERS Total: 29

Property Type	Number
Registration Number:	2042013
Registration Number:	2152877
Registration Number:	2538220
Registration Number:	2588714
Registration Number:	2317667
Serial Number:	76400419
Serial Number:	78169354
Registration Number:	2091338
Serial Number:	76408448
Registration Number:	2671618
Registration Number:	2578679

CH \$740.00 2042013

Registration Number:	2578677
Registration Number:	1511840
Registration Number:	2314004
Registration Number:	2109810
Serial Number:	78169347
Serial Number:	78193475
Serial Number:	76132791
Registration Number:	2619496
Serial Number:	76304650
Serial Number:	76304779
Serial Number:	78142226
Registration Number:	1450940
Registration Number:	2166302
Serial Number:	76246029
Serial Number:	76246039
Registration Number:	2600366
Registration Number:	2646735
Serial Number:	76205456

CORRESPONDENCE DATA

Fax Number: (248)594-0610
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 248-594-0629
Email: tmdocketing@raderfishman.com
Correspondent Name: Rader, Fishman & Grauer PLLC
Address Line 1: 39533 Woodward Ave.
Address Line 2: Suite 140
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	12000-0002-MAL FOR TARE7
NAME OF SUBMITTER:	Michael A. Lisi

Total Attachments: 1
source=SecAgrmt_0001.tif

February 12, 2003

Michael A. Lisi
Rader, Fishman & Grauer, PLLC
39533 Woodward Ave., Ste. 140
Bloomfield Hills, Michigan 48304

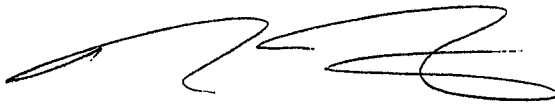
Dear Michael:

Following our recent conversations, Airwalk International LLC ("Airwalk") and Rader, Fishman & Grauer, PLLC ("RF&G") have outlined a plan regarding payment of RF&G's past due and future invoices. We agree that the total sum due for past due 2002 invoices as of the date of this letter is _____, as detailed in the attached Schedule. By this letter, Airwalk agrees that commencing in March 2003, Airwalk will pay to RF&G _____ per month and continuing each month thereafter, until the above outstanding balance is paid in full.

In addition, Airwalk agrees to pay interest on the outstanding balance at an annual rate of 6% to be calculated and paid with the last payment. If Airwalk fails to make any monthly payment, Airwalk agrees that the full remaining balance (including interest) shall become immediately due and payable in full. Further, if RF&G deems it necessary, Airwalk agrees to cooperate and permit RF&G to establish security interests in affected patent or trademark assets.

Finally, Airwalk will also be responsible for full payment of invoices for any services provided by RF&G after 1/1/03 within 60 days of the date of each invoice, except that we agree to pay all disbursements for filing fees, or local or foreign associate attorney fees or the like, in advance.

Agreed to on February 12, 2003 by:



Bruce T. Pettet
President & CEO
Airwalk International LLC
d/b/a TARE7



Michael A. Lisi
Rader, Fishman & Grauer, PLLC