



02-06-2003

Form PTO-1594 (modified)  
(Rev. 03/01)  
OMB No. 0651-0027



102358186

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

To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

1. Name of conveying party(ies): **2-3-03**  
**Gear International Trading Co.**  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-Arizona  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies):  
**CORTINA INTERNATIONAL CORP.**  
131 Sung Chiang Road, Suite 901  
Taipei, Taiwan R.O.C.  
 Individual Citizenship  
 Association  
 General Partnership

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

Limited Partnership  
 Corporation-California  
 Other A Taiwanese corporation

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

Execution Date: November 4, 1998

Appointment of Domestic Representative attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
2,103,998  
2,193,729  
Additional number(s) attached?  Yes  No

6. Total number of applications and registrations involved:  
**2**

5. Name and address of party to whom correspondence concerning document should be mailed:  
**SUGHRUE MION, PLLC**  
2100 Pennsylvania Avenue, N.W.  
Suite 800  
Washington, D.C. 20037-3213  
  
Attention: **Kevin G. Smith**

7. Total fee (37 CFR 3.41): \$ 65.00  
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.  
 Authorized to be charged to deposit account

8. Deposit account number:  
19-4880  
(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.*  
  
\_\_\_\_\_  
Kevin G. Smith  
  
February 3, 2003  
\_\_\_\_\_  
Date

Total number of pages including cover sheet, attachments, and documents:  
**Mail documents to be recorded with required cover sheet information to:**  
Commissioner of Patents & Trademarks  
Box Assignments  
Washington, D.C. 20231

02/05/2003 ECOOPER 00000070 194880 2103998

01 FC:4521 40.00 CH  
02 FC:4522 25.00 CH

**TRADEMARK**  
**REEL: 002665 FRAME: 0570**

FROM : GEAR ROLLER HOOKEY  
2-14-1999 4:50PM

PHONE NO. : 4806336752  
FROM LAW OFFICE 6020658733

AUG. 06 2002 01:45PM P5  
D.A

FILE No. 091 02/18 '99 10:27 ID:LANIER/KMS00

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**ASSIGNMENT**

This Assignment is made this 6th day of November, 1998, by and between Gear International Trading Co., an Arizona corporation ("Gear"), and Cortina International Corp., a Taiwanese corporation ("Cortina").

**RECITALS:**

WHEREAS, Gear is indebted to Cortina in the amount of Seven Hundred Fifty-Six Thousand Seven Hundred Thirty-nine and No/100 Dollars (\$756,739.00) as a result of a judgment (the "Judgment") entered against Gear in favor of Cortina in that certain litigation filed in the Superior Court of Arizona, Maricopa County styled Cortina International Corp. v. Gear International Trading Co. (No. CV98-27159); and,

WHEREAS, Cortina desires to acquire any and all trademarks, patents and all other intellectual property rights, as defined herein, owned by Gear, in exchange for the reduction of the Judgment by the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00); and,

WHEREAS, Gear agrees to transfer all such intellectual property rights to Cortina, in exchange for the reduction of the Judgment, pursuant to the terms hereof;

FROM : GEAR ROLLER HOCKEY  
7-14-1999 2:53:24M

PHONE NO. : 4006336752  
FROM LAW OFFICE 6220658733

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**ASSIGNMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment:** Gear does hereby transfer and assign unto Cortina, its successors and assigns, all right, title and interest in and to all intellectual property rights, along with the good will associated with such rights, owned by Gear (collectively referred to herein as the "Intellectual Property Rights"). As payment for Gear's transfer and assignment of the Intellectual Property Rights, Cortina shall reduce the Judgment owed by Gear by the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00).

**I. Intellectual Property Rights Transferred.** The Intellectual Property Rights transferred and assigned hereunder shall include, without limitation, the following:

- (a) all right, title and interest in and to any patents, patent rights, tradenames, trademarks, and service marks owned by Gear, together with the goodwill of the business symbolized by such tradenames, trademarks and patents, including, without limitation, all right, title and interest in and to the tradenames "CP Gear", "Gear", and "Gear Roller Hockey";
- (b) all right, title and interest in and to any logos, art work or designs used by Gear in connection with said patents, patent rights, tradenames, trademarks, and service marks, whether in the form of advertising,

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2-10-99 4:51PM

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FROM LAW OFFICE 6020664733

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letterhead, business cards, signs or in any other form or context;

(c) all right, title and interest in and to that certain invention developed by Gear pertaining to improvements to the front of roller hockey skates (the "Invention"), including the design patent application and the potential utility patent applications therefor, and all other patent rights pertaining to the Invention heretofore or hereafter made or acquired, and to all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property, and in any other patents on the Invention and/or improvements that may be granted in the United States or any foreign country, including each patent granted on any application that is a division, substitution or continuation of applications specifically relating to the Invention, and in each issue or extension of such patents; and.

(d) any and all right to recover and have damages and profits for past infringement, if any, of any of the Intellectual Property Rights.

3. appointment of attorney-in-fact. Gear hereby makes, constitutes, and appoints Cortina as its true and lawful attorney-in-fact for it and in its name, place and stead, and on its behalf, to exercise or perform any act, power, duty, right, or obligation whatsoever that it now has, or may hereafter

FROM : GEAR ROLLER HOCKEY

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acquire, in connection with, arising from, or relating to this Assignment. Gear shall execute, upon request by Cortina, a power of attorney in a form reasonably required by Cortina further evidencing such appointment.

6. Representations and Warranties. Gear represents and warrants that:

(a) Gear has not previously conveyed, transferred or assigned any of the Intellectual Property Rights; and,

(b) The Intellectual Property Rights are free and clear of any liens, encumbrances or claims by third parties.

8. Future Cooperation. Gear agrees to cooperate with Cortina such that Cortina may enjoy to the fullest extent the rights conveyed hereunder. This duty includes cooperation in such proceedings involving the United States and foreign applications and patents, re-examination, cancellation of proceedings, priority contests, interferences, public use proceedings, court actions, and the like. The parties to this Assignment hereby agree to execute any other instrument or legal document reasonably necessary to give effect to or properly complete the transaction described herein, including, without limitation, an assignment suitable for filing with the U.S. Patent and Trademark Office.

9. Miscellaneous. This Assignment may be executed in counterparts, one of which, when executed, shall be deemed an original. The prevailing party in any litigation, arbitration or other proceedings arising out of this Assignment shall be reimbursed by the other party for all costs and expenses

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TRADEMARK

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incurred in such proceedings, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized corporate officers as of the date first mentioned above.

GEAR INTERNATIONAL TRADING CO., an  
Taiwanese corporation

By: [Signature]  
Name: Dennis H.  
Its: President

CORTINA INTERNATIONAL CORP., a  
Taiwanese corporation

By: [Signature]  
Its: [Signature]

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Matter of:

Recordation of Assignment

Marks: GEAR ROLLER HOCKEY & Design  
U.S. Registration No. 2,103,998  
Registration Date: October 7, 1997

CHANDLER ROLLER HOCKEY SKATES & Design  
U.S. Registration No. 2,193,729  
Registration Date: October 6, 1998

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

S I R:

SUGHRUE MION, PLLC, whose postal address is 2100 Pennsylvania Avenue, N.W.,  
Washington, D.C. 20037, United States of America, is hereby designated to represent CORTINA  
INTERNATIONAL CORP., a Taiwanese corporation, with respect to the recordation of the attached  
Assignment, and upon whom notice or process in proceedings affecting the marks may be served.

CORTINA INTERNATIONAL CORP.  
(a Taiwanese corporation)

Date: Jan 19, 2003

By:



Name:

PETER WU

Title:

General Manager