

04-04-2003



...102409671

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): Mobile Eight Apparel Corp. 4-303
Individual(s) Association General Partnership Limited Partnership
[X] Corporation-State (New York) Other
Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies)
Name: Reebok International Limited
Internal Address:
Street Address: Moor Lane Mill
City: Lancaster State: England Zip: LA1 1GF
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other United Kingdom company
if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes [X] No

3. Nature of conveyance:
[X] Assignment Merger Security Agreement Change of Name Other
Execution Date: March 27, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,137,746
2,137,782
Additional number(s) attached Yes [X] No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Martha Gayle Barber
Internal Address: Alston & Bird LLP
Street Address: 101 South Tryon Street Suite 4000
City: Charlotte State: NC Zip: 282804000

7. Total fee (37 CFR 3.41).....\$ 65.00
[X] 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.
Martha Gayle Barber Name of Person Signing
Signature Date 3-28-03

Total number of pages including cover sheet, attachments, and document: 4

04/04/2003 LMUELLER 00000004 2137746
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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

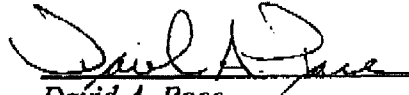
TRADEMARK REEL: 002705 FRAME: 0621

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Martha Gayle Barber, a member of the Bar of the State of North Carolina, and a member of ALSTON & BIRD LLP, Bank of America Plaza, 101 South Tryon Street, Suite 4000, Charlotte, North Carolina 28280-4000, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

REEBOK INTERNATIONAL LIMITED

Date: March 28, 2003



David A. Pace
Director

044361/260411 & 260412
CLT01/4584281v1

**ASSIGNMENT OF UNITED STATES
TRADEMARK REGISTRATIONS**

WHEREAS, Mobile Eight Apparel Corp., a New York corporation with its principal office located at 1407 Broadway, Suite 2108, New York, NY 10001 (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the marks VECTOR and VECTOR & Design (hereinafter referred to as the "Trademarks") and the corresponding United States Registrations detailed below:

Mark: **VECTOR**
Reg . No.: 2,137,746
Registered: February 17, 1998
Class: 25

Mark: **VECTOR & Design**
Reg . No.: 2,137,782
Registered: February 17, 1998
Class: 25

WHEREAS, Reebok International Limited, a United Kingdom company with a principal office located at Moor Lane Mill, Lancaster LA1 1GF, England (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the Trademarks and the corresponding United States Registrations:

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the Trademarks, including, without limitation, all common-law trademark rights and the corresponding United States Registrations, together with the goodwill of the business appurtenant to and symbolized by said Trademarks, and said corresponding United States Registrations, and all rights of action against third parties for past infringement

thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 17 day of MARCH, 2003.

ASSIGNOR:

MOBILE EIGHT APPAREL CORP.



Printed Name: Arnold Levitt
Title: Secretary and Treasurer

CLT01/457771v1