

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LogoAthletic, Inc.		03/09/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Group Athletica, LLC
Street Address:	8677 Logo Athletic Court
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46219
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2065302	
Registration Number:	2060774	L LOGO ATHLETIC
Registration Number:	1991872	L LOGO ATHLETIC
Registration Number:	2118619	GET REAL
Registration Number:	1761450	LOGO ATHLETIC
Registration Number:	1369169	
Registration Number:	1504008	LOGO 7
Registration Number:	1990364	L
Registration Number:	2022162	L

CH \$240.00 2065302

CORRESPONDENCE DATA	
Fax Number:	(860)286-0115
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	860-286-2929
Email:	TM@cantorcolburn.com
Correspondent Name:	Pamela S. Chestek
Address Line 1:	55 Griffin Road South

Address Line 4: Bloomfield, CONNECTICUT 06002

ATTORNEY DOCKET NUMBER:

REB-0001-L

NAME OF SUBMITTER:

Connie L. Wussow

**Total Attachments: 8**

source=Assignment page 1#page1.tif

source=Assignment page 2#page1.tif

source=Assignment page 3#page1.tif

source=Assignment page 4#page1.tif

source=Assignment page 5#page1.tif

source=Assignment page 6#page1.tif

source=Assignment page 7#page1.tif

source=Assignment page 8#page1.tif

BILL OF SALE AND CONVEYANCE

THIS BILL OF SALE AND CONVEYANCE dated as of March 9, 2001, (the "**Bill of Sale**") is made and delivered by LogoAthletic, Inc., a Delaware corporation (the "**Company**"), to Group Athletica, LLC, a Delaware limited liability company (the "**Buyer**"). Terms used herein and not otherwise defined herein have their respective meanings as set forth in the Asset Purchase Agreement dated February 16, 2001 (the "**Asset Purchase Agreement**") between the Company and Reebok International Ltd. or its designee.

WITNESSETH:

WHEREAS, the Company and Reebok International Ltd. have entered into the Asset Purchase Agreement, dated as of February 16, 2001;

WHEREAS, Reebok International Ltd. has designated Group Athletica, LLC, its designee, as the Buyer for the purchase of the Company's Assets in accordance with the Asset Purchase Agreement;

WHEREAS, the Company and the Buyer now desire to carry out the intent and purpose of the Asset Purchase Agreement by the Company's execution of this Bill of Sale and Conveyance and delivery to the Buyer of title to the Assets (or, with respect to the Assets to be transferred post-Closing, the Company's delivery of title to such Assets as of such transfer date), subject only to the liabilities assumed pursuant to Section 18 of the Asset Purchase Agreement (the "Assumed Liabilities"); provided, however, that there shall be excluded the liabilities and obligations not assumed pursuant to the Agreement. The term "**Assets**" shall mean all of the described property and assets of the Company as defined in Section 3 of the Asset Purchase Agreement, each as in existence at the Closing (or acquired after the Closing as contemplated under the Asset Purchase Agreement);

NOW, THEREFORE, in consideration of these premises, the consideration under the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company does hereby sell, convey, assign, transfer and deliver (or, with respect to the Assets to be transferred post-Closing, the Company sells, conveys, assigns, transfers and delivers as of such transfer date) unto the Buyer and its successors and assigns forever, all of the Company's right, title and interest in, to and under the Assets, subject only to the Assumed Liabilities and free and clear of all liens, claims, restrictions, easements, rights of way, security agreements, rights of third parties, options and encumbrances.

TO HAVE AND TO HOLD the Assets hereby conveyed, assigned and transferred or intended so to be (or, with respect to the Assets to be transferred post-Closing, conveyed, assigned, transferred or intended so to be as of such transfer date) unto the Buyer, its successors and assigns FOREVER.

The Company hereby constitutes and appoints the Buyer and its successors and assigns as their true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution, in the name and stead of the Company but on behalf of and for the benefit of the Buyer and its successors and assigns, to demand and receive any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of the Company or otherwise, for the benefit of the Buyer or its successors and assigns, proceedings at law, in equity, or otherwise, which the Buyer or its successors or assigns reasonably deem proper in order to collect or reduce to possession or endorse any of the Assets and to do all acts and things in relation to the assets which the Buyer or its successors or assigns reasonably deem desirable.

In the event that any provision of this Bill of Sale and Conveyance be construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

This Bill of Sale and Conveyance shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the Commonwealth of Massachusetts.

This Bill of Sale and Conveyance may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

This instrument shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Company and the Buyer.

[The rest of this page has been intentionally left blank.]

Bill of Sale and Conveyance

IN WITNESS WHEREOF, the Company has caused this instrument to be executed, by its duly authorized officer as of the day and year first above written.

LOGOATHLETIC, INC.

By: \_\_\_\_\_  
Name:  
Title:

Agreed and accepted:

GROUP ATHLETICA, LLC  
By: Reebok International Ltd.,  
its Managing Member

By: DAULO A. PACE  
Name: DAULO A. PACE  
Title:

Total of 500 and 1500 copies

IN WITNESS WHEREOF, the Company has caused this instrument to be executed, by its duly authorized officer as of the day and year first above written.

LOGOATHLETIC, INC.

By: David E. Baxter  
Name: DAVID E. BAXTER  
Title: PRESIDENT

Agreed and accepted:

GROUP ATHLETICA, LLC  
By: Reebok International Ltd.,  
its Managing Member

By: \_\_\_\_\_  
Name:  
Title:

REEBOK INTERNATIONAL LTD.  
1895 J.W. Foster Boulevard  
Canton, Massachusetts 02021  
Telephone (781) 401-7100  
Telecopier (781) 401-4422

As of February 16, 2001

LogoAthletic, Inc.  
8677 Logo Athletic Court  
Indianapolis, Indiana 46219  
Attention: David E. Baxter, President

Gentlemen:

This letter sets forth our revised proposal, and when accepted by you as set forth below, our agreement with you regarding the sale (the "Sale") of certain assets of LogoAthletic, Inc. (the "Company" or the "Debtor") to Reebok International Ltd. or its designee ("Buyer"). As you know, we have committed a great deal of resources to the evaluation of the Company's assets and operations in recent days, and we expect to continue to work diligently at that process and to complete this transaction. We greatly appreciate the cooperation that has been extended to us by the Company throughout this process.

As we previously discussed in the memorandum accompanying our original proposal, our understanding of the likely market for your assets, and our due diligence conducted to date, we believe that our offer represents an extremely fair price for the specified assets, and is the only likely offer that will permit the Company and its creditors to realize upon the going concern value of these assets. Moreover, the transaction proposed by us provides the Company with the opportunity to sell substantially all of its inventory, provides continued employment for a significant portion of the Company's employees and provides the prospect of an ongoing business relationship for the Company's trade creditors.

1. Purchase Price. Based upon our due diligence investigations to date, Buyer is prepared to provide you aggregate transaction consideration of Two Million Eight Hundred Thousand Dollars (\$2,800,000) in cash for the Assets excluding Inventory (each as hereinafter defined), and to provide the cash consideration for Inventory of the types described on Schedule I in accordance with the applicable bid price percentages set forth on Schedule I hereto (the "Schedule I Inventory")(subject to the provisions set forth below with respect to Firm Order Inventory (as defined below)).

Notwithstanding the foregoing, Buyer will pay 100% of "landed cost" to the Company for Inventory that is, as of the Effective Date (as defined below), the subject of an open customer order on ordinary retail terms, which is signed by the customer, entered by the customer through EDI or otherwise confirmed by the customer and, in each case, is assumable by Buyer (a "Firm Order" and such Inventory, "Firm Order Inventory") and which is either (I) delivered to the Company after January 17, 2001 and has not been sold as of the Effective Date (as defined below) or (II) has not been sold as of the Effective Date and is the subject of an open letter of

3. Assets. Subject to the approval of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in Chapter 11 Case No. 00-4126 (the "Bankruptcy Case") as provided herein, the Company shall sell to Buyer all of the Company's right, title and interest in and to all of the following assets (the "Assets"), free and clear of all liens, claims and encumbrances:

A. All of the owned (or, to the extent leased, subject to Assumed Contracts) machinery, equipment, furniture, fixtures, supplies, manufacturing and printing materials, patterns, tooling, jigs, dies, computers, vehicles, displays, and other tangible personal property (collectively, the "Indianapolis Property") located at, or used in the conduct of the Company's business at its leased facility located in Indianapolis, Indiana (the "Indianapolis Facility"), which Indianapolis Property transferred to Buyer shall include but shall not be limited to the items described on Schedule II hereto;

B. All of the owned (or, to the extent leased, subject to Assumed Contracts) machinery, equipment, furniture, fixtures, supplies, manufacturing and printing materials, patterns, tooling, jigs, dies, computers, vehicles, displays, and tangible personal property (collectively, the "Mattapoisett Property") located at, or used in the conduct of the Company's business at its owned facility located in Mattapoisett, Massachusetts (the



"Mattapoissett Facility"), which Mattapoissett Property transferred to Buyer shall include but shall not be limited to the items described on Schedule III hereto;

C. The Company's inventory specified on Schedule I hereto ("Inventory") to the extent held by the Company as of the Effective Date;

D. The Firm Order Inventory and other Inventory purchased by Buyer from the Company after the Closing or deemed to have been purchased by Buyer as of the Closing (including WIP Inventory when and as purchased) (the foregoing, together with Inventory referred to in clause C above, the "Aggregate Inventory");

E. All of the Company's intangible assets or intellectual property including patents, trademarks, trade names, service marks, service names, brand names, logos, designs, drawings, formulas, copyrights, including all of the Company's right, title and interest in and to the names "LogoAthletic" and all variants or usages thereof, the goodwill associated with the Company's businesses and any and all other intangible or intellectual property belonging to or registered in the name of the Company (collectively, the "Intangible Property");

F. All customer files and lists, customer, manufacturer's representatives and supplier information for their products and product literature and other documents of the Company pertaining to the operation of its business as the Buyer may request (collectively, the "Books and Records");

G. Any purchase orders to the Company from its customers which are outstanding as of the Closing and designated by Buyer prior to the Closing;


H. Subject to the terms and conditions of paragraph 18(B) below, all rights of the Company under licenses designated by in writing by Buyer prior to the 60<sup>th</sup> day after the Closing (collectively, the "Licenses"), including rights under expired licenses, and including any rights of the Company to renew or extend such of the Licenses as may have expired by their terms as of the date hereof (provided, for the avoidance of doubt, that the Company shall have no obligation to seek or obtain renewals or extensions of any such Licenses, other than by providing extension or renewal notices at Buyer's request, and then only upon receipt of adequate assurance from Buyer that Buyer will be responsible for any resulting liability or cost to the Company), which the Company shall, upon such designation, seek to assume and assign to Buyer or its designee pursuant to any order of the Bankruptcy Court authorizing the same; provided that, as set forth below, the assumption and assignment of such of the Licenses as are designated in writing by Buyer on or before February 17, 2001 shall be a condition to the Closing;

I. Subject to the terms and conditions of paragraph 18(B) below, all of the Company's interests in and to the executory contracts and unexpired leases designated in writing by Buyer prior to the 60th day after the Closing, which the Company shall, upon such designation, seek to assume and assign to Buyer or its designee pursuant to an order of the Bankruptcy Court authorizing such assumption (collectively, the "Assumed Contracts"); provided that, as set forth below, the assumption and assignment of such of

If the foregoing is in accordance with your understanding, please sign this letter in the space indicated below and return it to us for receipt not later than noon (Eastern Standard Time) on March 2, 2001 (together with all Schedules hereto), and also send an original executed counterpart of this letter to us by overnight courier. Upon our receipt of such, this letter will become a binding agreement among the parties. The proposal contained herein will expire unless we have received this letter signed by you within the time period provided in the previous sentence or if sooner rejected.

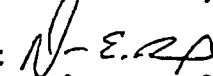
Very truly yours,

REEBOK INTERNATIONAL LTD.

By:   
Name: David A. Pace  
Title: Vice President & General Counsel

The foregoing is hereby agreed to and accepted:

LOGOATHLETIC, INC.

By:   
Name: DAVID E. BAXTER  
Title: PRESIDENT