

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

Darryl White

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 1-20-2004

2. Name and address of receiving party(ies)

Name: Achim Langer

Internal

Address:

Street Address: Vilbeler LandstraBe 36 DEX

City: Frankfurt State: GE Zip: 60386

- Individual(s) citizenship: Germany
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,324,228

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey B. Sladkus, Esq.

Internal Address:

Womble Carlyle Sandridge & Rice, PLLC

Suite 3500

Street Address: One Atlantic Center

1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0517

DO NOT USE THIS SPACE

9. Signature.

Jeffrey B. Sladkus

Name of Person Signing

  
Signature

3-19-2004

Date

5

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

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

CH \$40.00 500517 2324228

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment"), date as of January <sup>20<sup>th</sup></sup> 2004 (the "Effective Date", is by and between DARRYL WHITE, a resident of the state of Missouri, ("Assignor") and ACIIM LANGER, a resident of Frankfurt, Germany ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor is the record owner of the trademark and the related United States registration (the "Mark") listed below;

Mark	(Serial No.) Reg. No.	(Filing Date) Reg. Date	Goods/Services	Status
PIT BULL	(75/658,707) 2,324,228	03-11-1999	Baseball hats, jerseys, full caps, bandannas, scarves, sweat suits, shirts, t-shirts, sweatshirts, jackets, coats, parkas, gloves, socks, tennis shoes, boots, boxer shorts, pajamas, robes, shorts, pants, bucket hats vests, sweaters, stocking caps, flazers, trench coats, blue jeans, belts, overalls, coveralls	Registered

**WHEREAS**, Assignor desires to assign to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business, and all common law rights, associated with the Mark;

**WHEREAS**, Assignee desires to acquire the Mark, together with the goodwill of the business, and all common law rights, associated with the Mark; and

**WHEREAS**, Assignor and Assignee desire to confirm the assignment of the Mark to Assignee.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

- Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Mark, together with (a) the goodwill of the business symbolized by the Mark, (b) any and all common law rights, title and interest associated with the Mark, and (c) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Mark (the "Assignment").
- Purchase Price.** In consideration of the Assignment, Assignee agrees to pay Assignor the sum of TWELVE THOUSAND DOLLARS (\$12,000). Payment may be effected by check payable to Darryl White, or a check payable to Haverstock Garrett & Roberts, LLC, or by a check payable to any other representative indicated in writing by Assignor. Upon satisfaction of its

payment obligations under this Section 2, Assignee shall have no further obligation to make any other payment to Assignor regarding the subject matter of this Agreement.

3. Assignor's Representations and Warranties.

a. Assignor represents and warrants to Assignee that (i) Assignor has not previously transferred, assigned or otherwise encumbered the Mark and (ii) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Mark, the goodwill of the business associated therewith, and the common law rights therein and thereto.

b. Assignor further represents and warrants that the Mark shown in the Principal Register, Registration No. 2,324,228 (the "Registration"), is currently in use and has been in continuous use in interstate commerce since the date of registration on or in connection with all of the goods identified in the Registration.

c. Assignor further represents and warrants that: (i) there has been no final decision adverse to Assignor's claim of ownership of such Mark for such goods, or to Assignor's right to register the same or to keep the same on the Principal Register; and (ii) except for the pending Trademark Trial and Appeal Board action No. 92041674 captioned "Achim Langer v. Darryl White," there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or in the courts.

d. Assignor further represents and warrants to Assignee that, upon execution and delivery of this Assignment, Assignee will be vested with all right, title and interest in and to the Mark and the Registration, free and clear of all liens, licenses or other encumbrances.

e. Assignor further represents, warrants and agrees that, after the date of this Assignment, he will not make any use of the Mark or of any similar mark in connection with any goods whatsoever, and further he will not make use of any likeness of a pit bull, bull dog or similar looking breed of dog in connection with the sale of any clothing or sports related goods.

4. Further Assurances. At the request and expense of Assignee or its counsel, Assignor will make, execute and deliver such additional assignment documents, certificates and other confirmatory instruments as may be necessary to give full effect to this Assignment and to permit Assignee to be duly recorded as the legal and registered owner of the Mark and all of the rights hereby conveyed.

[The remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment as of the date first written above.

**ASSIGNOR**

**ASSIGNEE**

DARRYL WHITE

ACHIM LANGER

X By: [Signature]

By: [Signature]

STATE OF MISSOURI  
COUNTY OF ST. LOUIS CITY

Before me, a Notary Public in and for the County and State aforesaid, on this 6<sup>th</sup> day of January, 2004, personally appeared **DARRYL WHITE**, known to me to be the same person whose name is subscribed to the foregoing Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Assignment as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

[Signature]  
NOTARY PUBLIC

(SEAL)

My Commission Expires: \_\_\_\_\_

SHERI P. WEST  
Notary Public — Notary Seal  
STATE OF MISSOURI  
ST. LOUIS COUNTY  
My Commission Expires: June 24, 2005

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE****DESIGNATION OF DOMESTIC REPRESENTATIVE UNDER 37 C.F.R. § 2.24**

**Registrant:** Achim Langer  
**Registration No.:** 2,324,228  
**Registration Date:** February 29, 2000  
**Mark:** PIT BULL

**TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:**

Achim Langer, a German citizen and the registrant in the above-identified captioned case ("Registrant") hereby appoints Louis T. Isaf, Jeffrey B. Sladkus, M. Christopher Bolen, David S. Bradin, Michael A. Cicero, Theodore F. Claypoole, Jennifer L. Collins, Anne C. Fleeson, David J. Hayzer, Jack B. Hicks, Dale C. Hogue, Sarah Anne Keefe, Steven D. Kerr, Carl B. Massey, Jr., Jeffrey R. McFadden, Thomas B. McGurk, Craig H. Popalis, C. Robert Rhodes, Lewis S. Rowell, Steven L. Schmid, Randel S. Springer, D. Scott Sudderth, Maury M. Tepper, III, John J. Timar, Mitchell A. Tuchman and James F. Vaughan, of Womble Carlyle Sandridge & Rice, A Professional Limited Liability Company, One Atlantic Center, 1201 West Peachtree Street, Suite 3500, Atlanta, Georgia 30309, U.S.A., as Registrant's domestic representative upon whom or to whom notice or process in proceeding affecting this registration may be served.

\_\_\_\_\_  
Achim Langer

Date: \_\_\_\_\_