

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Raines USA Corp.

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

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

2. Name and Address of receiving party(ies)

Name: totes Isotoner Corporation

Address: 9655 International Blvd
Cincinnati, Ohio 45246

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation (Ohio)
- 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

3. Nature of conveyance:

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

Execution Date: September 29, 2003

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

A. Trademark Application No.(s) 76/537989

B. Trademark Registration No.(s) Sec Attached Schedule

Additional numbers attached? Yes No

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

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675
Phone (212) 446-4727, Facsimile (212) 446-490

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41)..... \$ 165

- Enclosed
- Authorized to be charged to Deposit Account

8. Deposit Account No. 111098

(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.

HAYLEY SMITH

Name of Person Signing

Hayley Smith

Signature

5-6-04

Date

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

CH \$165.00 111098 76537989

Schedule

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2,285,124	10/12/1999	RAINES
2,311,054	1/25/2000	COLORCOVERS
2,446,972	4/24/2001	The Backpack Umbrella
2,658,041	12/10/2002	rainesport
2,273,181	8/24/1999	RAINES

ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 29, 2003 ("Effective Date") by and between Raines USA Corp., a Florida corporation, with its principal office at 2047 High Ridge Road, Boynton Beach, Florida 33426 ("Assignor"), and totes Isotoner Corporation, an Ohio corporation, with its principal office at 9655 International Blvd., Cincinnati, Ohio 45246 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated September 29, 2003 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, the unregistered trademarks set forth on Schedule E attached hereto and the trade names and assumed names set forth on Schedule F attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Raines USA Corp.

totes Isotoner Corporation

Name:

Name: DOUGLAS P. GERNERT

Title:

Title: PRES & CEO

STATE OF)
) SS.
COUNTY OF)

On this ___ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

Notary Public

STATE OF OHIO
COUNTY OF HAMILTON) SS.

On this 22 day of Sept, there appeared before me Douglas P. Gernert, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of totes Isotoner Corp.

Janet Bagsby
Notary Public

JANET BAGSBY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 03-19-06

SEP-29-2003 MON 02:30 PM EDWARDS & ANGELL

FAX NO. 5618558719

P. 02

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Raines USA Corp.

totes Isotoner Corporation

Name: [Signature] Edward C. Dweck

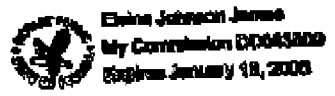
Name: _____

Title: President

Title: _____

STATE OF Florida,
COUNTY OF Palm Beach) SS.

On this 29th day of Sept., 2003, there appeared before me Edward C. Dweck, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Raines USA Corp.



[Signature]
Notary Public

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

Notary Public

Schedule A**U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
2,285,124	10/12/1999	RAINES
2,311,054	1/25/2000	COLORCOVERS
2,446,972	4/24/2001	The Backpack Umbrella
2,658,041	12/10/2002	rainsport
2,273,181	8/24/1999	RAINES

Schedule B

U.S. TRADEMARK APPLICATIONS

Application No.	Registration Date	Mark
76/537,989	6/25/03	RAINMAX

Schedule C

FOREIGN TRADEMARK REGISTRATIONS

NONE

Schedule D

FOREIGN TRADEMARK APPLICATIONS

NONE

Schedule E**UNREGISTERED TRADEMARKS***Superlight™***Raineskids™**

Schedule F

TRADE NAMES AND ASSUMED NAMES

NONE