

TRADEMARK

12-10-2003



RM

Attorney Docket No. F380.14-0001

To the Honorable C. 102618847

Please record the attached original document or copy thereof.

1. Name of conveying party: 11-14-03
 Artemis Innovations Inc.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State California Other Explain

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

2. Name and address of receiving party(ies):

Name: Artemis Licensing

Internal Address: _____

Street Address: 6600 Katella Avenue

City Cypress State CA ZIP 90630

RECEIVED
 100 NOV 14 11:00 AM
 FINANCE SECTION

3. Nature of Conveyance:

Assignment Merger Security Agreement

Change of Name Other Asset Purchase Agreement

Execution Date: December 9, 2000

Individual(s) Citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State California

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4A. Application No.(s)

Additional numbers attached? Yes No

4B. Registration No.(s)

See attached

Additional numbers attached? Yes No

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

Name: Michael J. Pape
KINNEY & LANGE, P.A.

Street Address: THE KINNEY & LANGE BUILDING
312 South Third Street

City: Minneapolis State: MN ZIP 55415-1002

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6)):.....\$ 240.00

8. Method of Payment

Enclosed

The Commissioner is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 11-0982. A duplicate copy of this page is enclosed.

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.

Michael J. Pape
 Name of Person Signing

Michael Pape
 Signature

11/13/03
 Date

Total number of pages including cover sheet, attachments and document: [29]

Attachment to Recordation Form Cover Sheet, Block 4B. - Registration Nos.

Fed. Reg. No. 2,484,098 - O (Stylized)

Fed. Reg. No. 2,137,922 - SHOES FOR THE DAILY GRIND

Fed. Reg. No. 2,190,714 - SOAP

Fed. Reg. No. 2,361,034 - SOAP

Fed. Reg. No. 2,189,162 - UHF

Fed. Reg. No. 2,202,708 - UHF (Logo)

ASSET PURCHASE AGREEMENT

BY AND AMONG

ARTEMIS INNOVATIONS INC.

AND

ARTEMIS LICENSING

DECEMBER 9, 2000

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and is effective as of December 9, 2000, by and among Artemis Innovations Inc., a California corporation dba SOAP ("Seller"), and Artemis Licensing, a California corporation ("Buyer"), with respect to the following facts:

A. Seller is engaged in the business of designing, developing and marketing SOAP athletic footwear products, clothing and accessories to consumers (the "Business").

B. Pursuant to the terms and conditions of that certain Asset Purchase Agreement and Bill of Sale by and between Seller, as the seller therein, and In-Stride, Inc., a Texas corporation ("In-Stride"), as the buyer therein (the "In-Stride Purchase Agreement"), as of the Closing Date (see Section 9.16 below for a definition or location list of defined terms used in this Agreement) Seller is selling and transferring to In-Stride the property and assets described on Schedule B-1 (the "In-Stride Assets"), and In-Stride is paying and delivering to Seller, as part of the purchase price for the In-Stride Assets, the promissory notes described on Schedule B-2 (the "In-Stride Notes"). Each of the In-Stride Notes is secured by a security agreement executed by In-Stride respecting certain of the In-Stride Assets (the "In-Stride Security Agreements").

C. Pursuant to the terms and conditions of that certain Agreement for Collection of Accounts Receivable by and between Seller and In-Stride (the "In-Stride Collection Agreement"), In-Stride has agreed to attempt to collect for a fee the accounts receivable included herein as part of the assets.

D. Seller desires to sell and transfer to Buyer, and Buyer desires to purchase and acquire from Seller, all of the assets and properties of Seller other than the In-Stride Assets, and Buyer wishes to assume certain obligations and liabilities set forth herein, upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and subject to the terms and conditions hereof, the parties hereto agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale.

(a) Assets Purchased. As of the Closing Date, Seller will sell, convey, transfer and assign to Buyer, and Buyer will purchase, all of Seller's right, title and interest in and to the properties, assets and rights of Seller, whether or not reflected on the books of Seller, including without limitation all accounts receivable, the In-Stride Notes, the In-Stride Collection Agreement, Licenses, inventory (including work-in-process, raw materials and finished goods) and other tangible property, buildings and leasehold improvements, furniture, fixtures and equipment (including spare parts), books and records, Rights, goodwill and other intangibles and all of Seller's rights under agreements, contracts, arrangements, commitments, licenses, franchises, personal

property leases and other similar documents (collectively, "Contracts"), other than the In-Stride Assets. Such properties, assets and rights to be acquired by Buyer are hereinafter referred to as the "Assets", and shall include but not be limited to the properties, assets and rights described on Schedule 1.1(a). Except as set forth on Schedule 3.10, all such Assets as of the Closing Date shall be free and clear of all liens, claims, charges, encumbrances, conditional sales agreements, restrictions on transfer, pledges or other security interests and Liabilities of any kind (collectively, "Security Interests") other than the In-Stride Purchase Agreement and the In-Stride Collection Agreement.

(b) Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, Seller shall not sell, assign, transfer, convey or deliver to Buyer, and Buyer shall not purchase or take, any of the In-Stride Assets.

1.2 Purchase Price.

(a) Purchase Price. The purchase price for the Assets shall be equal to the sum of (i) the forgiveness and cancellation of all outstanding debt owed by Seller to Buyer pursuant to those certain promissory notes issued by Seller in favor of Bravo (the "Bravo Debt"), copies of which are attached hereto as Exhibit A (the principal balance of and accrued interest on the Bravo Debt through December 6, 2000 is as set forth on Schedule 1.2(a)), (ii) the Assumed Liabilities, and (iii) the Contingent Purchase Price (collectively the "Purchase Price").

(b) Contingent Purchase Price. At the Closing, Buyer is entering into the License Agreement with In-Stride pursuant to which In-Stride will be obligated to pay certain royalties to Buyer over a period of years (the "Royalties"). Buyer shall pay to Seller all cash received by Buyer after the Closing Date from any source other than from any contributions or loans made to Buyer by Bravo, including but not limited to, cash received under the In-Stride Notes, the In-Stride Collection Agreement and the License Agreement, cash received from the sale or licensing of any of the Assets to anyone other than In-Stride and cash received from any interest on any of Buyer's cash investments, in excess of (i) the amount of the Bravo Debt, (ii) the Assumed Liabilities (other than the Barrington Agreement), (iii) amounts paid to certain of the employees of Seller pursuant to contingent payment promissory notes issued by Buyer to them, but not in excess of the amounts set forth on Schedule 1.2(b), (iv) amounts paid by Buyer to Jerome J. Gross pursuant to a contingent payment promissory note for the purchase of his shares of common stock of Seller (which purchase is being made after the Closing), (v) amounts paid to Barrington Associates pursuant to the contingent payment promissory note described in the Barrington Agreement, provided, however, with respect to payment of the last \$300,000 due Barrington Associates thereunder, Buyer will pay Barrington Associates 13.0435% of DNC (as defined in said note) and will pay Seller 86.9565% of DNC (as part of the Contingent Purchase Price) until such time as (if at all) Barrington Associates has received the entire \$300,000, (vi) Losses, if any, incurred by Buyer of the type described in Section 9.5(a), (vii) all other fees, costs and expenditures incurred or paid by Buyer in connection with or with respect to (1) conducting and administering that portion of its business which relates in any way to the business formerly conducted by Seller, including under the License Agreement, the In-Stride Purchase Agreement, the In-Stride Collection Agreement, this Agreement and all other matters and transactions related to this and said Agreements, (2) any claim

or action brought by any shareholder of Seller against Buyer or Bravo, including in such case all actual fees, costs and other expenditures incurred or paid by Bravo in connection or with respect to any such claim or action (whether or not reimbursed by Buyer to, incurred by Buyer on behalf of or paid directly by Bravo), and (3) the upkeep and administration of Buyer for such foregoing purposes, including, without limitation, actual legal and accounting fees and costs and reasonable allocations of actual fees, costs, salaries, taxes and other expenditures incurred or paid by Bravo in assisting Buyer with respect to all of the foregoing, but such allocations shall not exceed \$15,000 per year (the first such year commencing on the date hereof) unless prior to exceeding such annual allocations Buyer gives written notice to the Independent Director of Buyer that there will be an excess (which notice shall contain a reasonable estimate of such excess) and the Independent Director fails to notify Buyer in writing within three (3) business days after said notice has been given of the Independent Director's objections thereto and the basis therefor, and (viii) reasonable reserves maintained by Buyer in the normal and ordinary course of business respecting amounts under subparagraphs (ii), (v) and (vii) above (the "Contingent Purchase Price"). The Contingent Purchase Price shall be paid by Buyer to Seller from time to time on a monthly basis within thirty (30) days after the end of any month for which any Contingent Purchase Price is due. Any such payment shall be accompanied by a schedule setting forth the basis upon which the Contingent Purchase Price payment was determined.

(c) Audit Rights. Seller shall have the right to appoint an independent certified public accountant, acceptable to Buyer, to examine and copy the relevant books and records of Buyer to verify the amounts paid to Seller as Contingent Purchase Price. Such examination shall be made on notice of not less than three (3) business days, shall be conducted during normal business hours, and shall occur not more than once per year. Buyer shall cooperate fully and shall make available for review and copying by Seller any relevant books and records reasonably requested by Seller or its representatives. Seller and its representatives shall keep confidential all information disclosed during such examination. The cost of such audit shall be borne by Seller; provided, however, that if, as a result of such audit it is finally determined by Buyer that Seller is entitled to additional payments of more than five percent (5%) of the amount paid, for any twelve-month period for which payments under the Contingent Purchase Price are due, then Buyer shall pay for all of Seller's costs and expenses related to the audit, and shall pay any additional amounts constituting Contingent Purchase Price owed as a result of such audit within five (5) business days of the completion thereof.

1.3 Assumption of Liabilities.

(a) Liabilities Assumed. As part of the Purchase Price, Buyer shall, from and after the Closing and in accordance with the provisions hereof, assume, perform, discharge and pay (i) all Liabilities of Seller as of the Closing Date constituting trade accounts payable which are described on Schedule 1.3(a) as well as those accounts payable for which invoices are received by Seller after the Closing Date, but for which the service, act or transaction giving rise to the invoice occurred before the Closing Date either in the ordinary course of business or related to the transactions contemplated in this Agreement or in any of the other agreements described in this Agreement, in either event as reasonably approved by Buyer, (ii) any transfer, sales or use Taxes relating to the personal property included in the Assets (other than any inventory) resulting from the

consummation of the transactions contemplated by this Agreement, and (iii) any additional Liabilities as may be set forth on Schedule 1.3(a) (collectively, the "Assumed Liabilities").

(b) Liabilities Not Assumed. Except to the extent expressly assumed by Buyer pursuant to Section 1.3(a), Buyer shall not assume or be liable for, nor shall Buyer be obligated in any way to perform, discharge or pay, any Liabilities of Seller, whether the same are direct or indirect, fixed, contingent or otherwise, known or unknown, whether existing at the Closing Date or arising thereafter as a result of any act, omission or circumstance taking place prior to the Closing Date (the "Excluded Liabilities"). Without limiting the generality of the foregoing and except as expressly set forth in Section 1.3(a) above, for any period prior to Closing, the following are part of and shall constitute Excluded Liabilities: (i) any Liability for accounts payable, accrued expenses and capitalized lease obligations not set forth on Schedule 1.3(a), (ii) any Liability relating to or in respect of the In-Stride Purchase Agreement or any of the In-Stride Assets, (iii) any Liability arising out of or in any manner incident, relating or attributable to any fact, circumstance, event or occurrence relating to any period prior to Closing, including the activities of, and products manufactured or sold by, Seller prior to the Closing, regardless of whether such Liability accrued prior to, on or after the Closing, (iv) any Liability of Seller the Basis of which is Seller's (A) default under any Contract, whether or not included as part of the Assets, (B) tort, (C) infringement of any third party Rights, whether or not included as part of the Assets, or (D) alleged or actual violation of any Legal Requirement, (v) any Liability of Seller for Taxes other than those Taxes described in Section 1.3(a), (vi) any Liability of Seller at the Closing Date relating to or in respect of accrued employees' (including officers') salaries, accrued vacation, sick pay, profit sharing or severance pay of any employee (including officers); provided, however, that Buyer shall be responsible for the amounts payable to the employees listed on Schedule 1.2(b), (vii) any Liability arising from or relating to any defined benefit Employee Pension Benefit Plan, (viii) any Liability arising out of or relating to any "multiemployer plan" as defined in ERISA Section 3(37), (ix) any Liability in respect of products sold or manufactured by Seller on or prior to the Closing Date, including without limitation, to the extent that such Liability arises out of or relates to personal injury, property damage or other Liability, or (x) any Liability for debt. All of the Excluded Liabilities shall be the sole responsibility and obligation of Seller.

1.4 Delivery of Assets. From time to time after the date hereof, at the request of Buyer but at no additional cost to Seller, Seller shall execute and deliver to Buyer all such deeds, bills of sale, leases, endorsements, assignments, consents and other documents and instruments of conveyance, transfer or assignment and any further assurances as shall be necessary or desirable, to vest in or to confirm in Buyer clear title in and to the Assets.

2. CLOSING

2.1 The Closing. The transactions contemplated by this Agreement shall be consummated (the "Closing") at the offices of Jones, Kaufman & Ackerman LLP, located at 10960 Wilshire Boulevard, Suite 1225, Los Angeles, California 90024 at 9:00 a.m. on or before December 9, 2000 (the "Closing Date") if all closing conditions have been satisfied or waived by such date, or at such other place and time as the parties shall agree.

2.2 **Actions at the Closing.** At the Closing, Seller shall execute and deliver to Buyer all documents required pursuant to Section 7, and all such bills of sale, endorsements, assignments and other instruments as Buyer shall reasonably request, or as necessary or appropriate, to sell, convey, assign, transfer and deliver to Buyer good title to all the Assets, free and clear of all Security Interests (except as otherwise set forth on Schedule 1.1(b)) and to evidence the due execution, delivery and performance of this Agreement and the satisfaction of the conditions to the obligations of Buyer and Seller, against receipt of the consideration set forth in Section 1.2. At the Closing, Buyer shall deliver to Seller the Purchase Price in accordance with Section 8.2, and all other documents required pursuant to Section 8.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements set forth in Sections 3.1 through 3.11 are true and correct.

3.1 **Authority to Enter into Agreement; Enforceability.** Seller has full corporate power and authority to enter into and carry out the terms and provisions of this Agreement without obtaining the approval or consent of any other party or authority, other than an approval or consent that shall have been obtained before the Closing Date; Seller has taken all corporate proceedings and secured all corporate authorizations necessary to authorize the execution, delivery and performance of this Agreement; and this Agreement is a legal, valid and binding obligation of Seller and is enforceable in accordance with its terms.

3.2 **Organization and Standing.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now conducted.

3.3 **No Breach or Default.** Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in the breach or violation of any term or provision of, or constitute a default under, the Articles of Incorporation or the Bylaws of Seller, or any License or Contract to which Seller is a party, or any other covenant or obligation binding upon Seller or affecting any of the Assets.

3.4 **Contracts and Agreements.** Schedule 3.4 contains a complete and accurate list of all Contracts relating to the Assets to which Seller is a party or by which it is bound. Seller has performed all obligations required to be performed as of the Closing Date and is not in default under any such Contracts.

3.5 **Litigation.** There are no suits, actions or legal, administrative, arbitration or other proceedings or governmental investigations pending, filed or, to the best knowledge of Seller, threatened by, against or directly involving Seller or the Assets, which would have a material adverse effect on any of the Assets.

3.6 **Compliance with Laws.** The Business of Seller has been and is being conducted in accordance with all applicable Legal Requirements of all Governmental Entities, violation of which, individually or in the aggregate, could materially adversely affect the value of the Assets. The execution and delivery of this Agreement and consummation of the transactions contemplated hereby will not result in the breach of any term or provision of, or constitute a default under any Legal Requirement of any Governmental Entity.

3.7 **Brokerage and Finders' Fees.** Seller has not incurred any liability to any broker, finder or agent for any fees or commissions with respect to the transactions contemplated by this Agreement except for the Barrington Agreement.

3.8 **Material Misstatements or Omissions.** No representations or warranties by Seller contained in this Agreement, and no document, statement, certificate or schedule furnished to Buyer in connection with the transactions contemplated by this Agreement, contains or will contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements and facts contained therein not misleading.

3.9 **Rights and Licenses.** The Assets include all Licenses and Rights necessary for the conduct of the Business as heretofore conducted by Seller as well as all Licenses and Rights included as Marks, Patent Rights and Know-How under and as defined in the License Agreement, including all Licenses and other Contracts allowing Seller to use Rights of third parties in the United States or foreign countries, all of which, together with registration numbers, where applicable, are listed on Schedule 3.9 hereto. Except as will be set forth in Schedule 3.9, the Business has heretofore been conducted to Seller's knowledge, without infringement, or claim of infringement of any Licenses or Rights of others and to Seller's knowledge there is no Basis for any third party claim challenging the scope, validity or enforceability of any of the Licenses or Rights. To the knowledge of Seller, there is no infringement or claim of infringement by others, of any License or Right of Seller included in the Assets. Except as will be set forth in Schedule 3.9, Seller has been and is now conducting its Business in a manner which has not been and is not now in violation of any License or Right of another and does not require a license or other proprietary right from another Person to so operate its Business. Without in any way limiting the foregoing, Seller acknowledges that Buyer will be making various representations and warranties to In-Stride under Section 2 of the License Agreement, and Seller hereby makes the same representations and warranties to Buyer as if Seller were named as the "Licensor" and Buyer were named as the "Licensee" thereunder.

3.10 **Title to Assets.** Seller has good and marketable title to all personal property of any kind or nature owned by it and to be included in the Assets free and clear of all Security Interests, except for (a) Security Interests for nondelinquent ad valorem Taxes, and (b) such non-monetary Security Interests do not detract from or interfere with the present or reasonably foreseeable use of the properties subject thereto in any material respect. All of the Security Interests referred to in clause (b) above will be set forth in Schedule 3.10. At the Closing, title to the Assets will be transferred to Buyer free of all Security Interests, other than those Security Interests referred to in clauses (a) and (b) above.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements set forth in Sections 4.1 through 4.4 are true and correct.

4.1 Authority to Enter into Agreement; Enforceability. Buyer has full corporate power and authority to enter into and carry out the terms and provisions of this Agreement without obtaining the approval or consent of any other party or authority; Buyer has taken all corporate proceedings, and secured all corporate authorizations necessary to authorize the execution, delivery and performance of this Agreement; and this Agreement is a legal, valid and binding obligation of Buyer and is enforceable in accordance with its terms.

4.2 Organization and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now conducted.

4.3 Ownership of Bravo Debt. Buyer is the exclusive owner the Bravo Debt, free and clear of all Security Interests. Buyer has full and complete authority to release Seller from the Bravo Debt.

4.4 No Breach or Default. Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in the breach or violation of any term or provision of, or constitute a default under, the Articles of Incorporation or the Bylaws of Buyer, or any License or Contract to which Buyer is a party, or any other covenant or obligation binding upon Buyer.

5. COVENANTS OF SELLER

5.1 Access to Information and Records, Etc. Seller shall give to Buyer and its counsel, accountants and other representatives full access during normal business hours throughout the period prior to the Closing Date, to all of Seller's assets, properties, books, contracts, commitments and records, and shall furnish Buyer during such period with all such information concerning its affairs as Buyer may request.

5.2 Assistance in Transition. Seller shall take such actions as Buyer reasonably may request, without cost or expense to Seller, to assist in the orderly transition of the Assets from Seller to Buyer, and to effect the purposes of this Agreement.

6. COVENANTS OF BUYER

From and after the Closing Date, Buyer shall faithfully discharge all of the Assumed Liabilities.

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligation of Buyer to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at the Closing of each of the following conditions, any of which may be waived, in writing, exclusively by Buyer.

7.1 Representations, Warranties and Covenants. The representations and warranties of Seller in this Agreement shall be true and correct on and as of the Closing Date as though made on such date, Seller shall have performed and complied with all covenants, obligations and conditions of this Agreement required to be performed and complied with as of the Closing Date, and Buyer shall have been provided with a certificate of Seller dated the Closing Date and executed by the President of Seller to such effect.

7.2 Good Standing Certificate and Board Resolutions. Buyer shall have received (i) a Certificate of Good Standing of Seller from the State of California, and (ii) a copy of resolutions duly adopted by the Board of Directors of Seller approving this Agreement and the transactions contemplated hereby.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligation of Seller to consummate and effect this Agreement and the transactions contemplated hereby shall be subject to the satisfaction at the Closing of each of the following conditions, any of which may be waived, in writing, exclusively by Seller.

8.1 Representations, Warranties and Covenants. The representations and warranties of Buyer in this Agreement shall be true and correct on and as of the Closing Date, as though made on such date, Buyer shall have performed and complied with all covenants, obligations and conditions of this Agreement required to be performed and complied with as of the Closing Date, and Seller shall have been provided with a certificate of Buyer dated the Closing Date and executed by the Vice President of Buyer, to such effect.

8.2 Payment of Purchase Price. Buyer shall have delivered to Seller (i) an acknowledgment signed by the Chief Operating Officer of Bravo, demonstrating that the Bravo Debt has been transferred in its entirety to Buyer, and (ii) a release satisfactory to Seller, releasing Seller from the Bravo Debt.

8.3 Good Standing Certificate and Board Resolutions. Seller shall have received (i) a Certificate of Good Standing of Buyer from the State of California, and (ii) a copy of resolutions duly adopted by the Board of Directors of Buyer approving this Agreement and the transactions contemplated hereby.

9. MISCELLANEOUS

9.1 Confidentiality. Each party shall maintain in confidence all confidential business information and trade secrets of the other party. In the event the transaction herein

described is not consummated on or before December 15, 2000, each party shall return to the other, upon request, all copies of documents obtained by such party during the course of its investigations.

9.2 Survival of Representations and Agreements. All representations, warranties and agreements made by Seller and Buyer in this Agreement (including statements contained in any schedule or other instrument delivered by or on behalf of any party hereto or in connection with the transactions contemplated hereby) shall survive the Closing until the expiration of the License Agreement.

9.3 Entire Agreement. This Agreement and the Schedules and Exhibits hereto and the agreements and other instruments referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

9.4 Severable Provisions. The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.5 Indemnification.

(a) Seller shall indemnify, defend and hold harmless Buyer, and its parent, Bravo, and the respective officers, directors, employees, attorneys, agents and stockholders of the foregoing, against and in respect of any and all Losses arising out of or in any manner incidental, relating or attributable to (i) any inaccuracy or incompleteness in any representation or breach of any warranty of Seller contained in this Agreement, or in any certificate, instrument of transfer or other document or agreement executed by Seller in connection with this Agreement or otherwise made or given in connection with this Agreement, (ii) any failure by Seller to perform or observe, or to have performed or observed, in full, any covenant or agreement to be performed or observed by Seller under this Agreement, (iii) the enforcement of Buyer's rights under this Agreement, (iv) the Excluded Liabilities or (v) any claim, demand or allegation by any third party relating to any of the foregoing. Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, attorneys, agents and stockholders, against and in respect of any and all Losses arising out of or in any manner incidental, relating or attributable to (i) any inaccuracy or incompleteness in any representation or breach of any warranty of Buyer contained in this Agreement, or in any certificate, instrument of transfer or other document or agreement executed by Buyer in connection with this Agreement or otherwise made or given in connection with this Agreement, (ii) any failure by Buyer to perform or observe, or to have performed or observed, in full, any covenant or agreement to be performed or observed by Buyer under this Agreement, (iii) the enforcement of Seller's rights under this Agreement, (iv) the Assumed Liabilities or (v) any claim, demand or allegation by any third party relating to any of the foregoing. Each Indemnitor shall reimburse the

Indemnitee on demand for any payment made or Loss suffered by it at any time after the Closing Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement (which shall be approved by the reimbursing party, such approval not to be unreasonably withheld) of claims, demands or actions in respect of any Losses to which the foregoing indemnity relates. Consummation of the transactions contemplated hereunder shall not be deemed or construed to be a waiver of any right or remedy of the Indemnitee, nor shall this section or any other provision of this Agreement be deemed or construed to be a waiver of any ground of defense by it.

(b) The party indemnified hereunder (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of the existence of any claim, demand or other matter involving the liabilities to third parties to which the Indemnitor's indemnification obligations would apply and shall give the Indemnitor a reasonable opportunity to defend the same at its own expense and with counsel of its own selection (who shall be approved by the Indemnitee, which approval shall not be unreasonably withheld); provided, however, that the Indemnitee at all times shall also have the right to fully participate in the defense at its own expense. If the Indemnitor within a reasonable time after such notice fails to defend such claim, or fails to pursue such defense vigorously once commenced, the Indemnitee shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter on behalf, for the account of, and at the risk and expense of the Indemnitor. Except as provided in the preceding sentence, the Indemnitee shall not compromise or settle the claim or other matter without the prior written consent of the Indemnitor in each instance. If the claim is one that cannot by its nature be defended solely by the Indemnitor, the Indemnitee shall make available all information and assistance that the Indemnitor reasonably may request; provided, however, that any associated expenses shall be paid by the Indemnitor.

(c) Notwithstanding anything contained herein to the contrary, an Indemnitee shall not be entitled to indemnification under this Article 9 unless and until the aggregate amount of Losses of the Indemnitee equals or exceeds \$10,000. From and after the time that the aggregate amount of Losses of an Indemnitee exceeds such limit, then that Indemnitee may claim indemnification for the aggregate amount of such Losses, starting with the first dollar incurred in connection with any and all such claims.

9.6 Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder shall impair any right, power or remedy which Buyer or Seller may have, nor shall any such delay be construed as a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement. The rights and remedies herein specified are cumulative and not exhaustive of any rights or remedies which Buyer or Seller otherwise would have.

9.7 Successors and Assigns. All of the terms, provisions and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

9.8 **Third Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended to confer upon any Person other than the parties hereto and their successors and assigns any rights or remedies under or by reason of this Agreement.

9.9 **Governing Law.** The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of California applicable to contracts made and to be performed wholly within that state.

9.10 **Arbitration.** In the event any dispute should arise between the parties hereto as to the validity, construction, enforceability or performance of this Agreement or any of its provisions, such dispute shall be settled by three disinterested arbitrators, one of whom shall be chosen by each of the parties hereto and the third by the two so chosen. The written decision of any two of the three appointed arbitrators shall be final, binding and conclusive. In lieu thereof, the parties may agree upon one arbitrator to serve as the sole arbitrator whose decision shall be final, binding and conclusive. Said arbitration shall be conducted at Los Angeles, California in accordance with the rules then obtaining of the American Arbitration Association. The provisions of Section 1283.05 of the California Code of Civil Procedure as the same now exist are hereby incorporated into this Agreement pursuant to the provisions of Section 1283.1(b) of the California Code of Civil Procedure as the same now exist. In the event that either of said Sections is amended said amendment shall not be deemed to apply to this Agreement unless the parties agree in writing that the same shall apply. In the event that either Section 1283.05 or 1283.1(b) is repealed, the provisions of Section 1283.05 shall nevertheless continue to apply and the parties shall have the right to conduct discovery as now provided therein. The successful party in such arbitration, as determined by the arbitrators, shall also be awarded reasonable attorneys fees and costs, including the cost of the arbitration incurred by the successful party.

9.11 **Notices.** All notices, requests, approvals, demands, claims and other communications required or permitted to be given under this Agreement (individually and collectively, "Notices") shall be in writing and shall be served personally, or sent by a national overnight delivery or courier company, or by United States registered or certified mail, postage prepaid, return receipt requested, and addressed as set forth on the signature pages hereto. Any such Notices shall be deemed delivered upon delivery or refusal to accept delivery as indicated in writing by the Person attempting to make personal service, on the U.S. Postal Service return receipt, or by similar written advice from the overnight delivery company; provided, however, that if any such Notice shall also be sent by electronic transmission device, such as telex, telecopy, fax machine or computer to the fax number, if any, set forth above, such Notice shall be deemed given at the time and on the date of machine transmittal (except if sent after 5:00 p.m. recipient's time, then the Notice shall be deemed given at 9:00 a.m. on the next business day) if the sending party receives a written send verification on its machine and sends a duplicate Notice on the same day or the next business day by personal service, registered or certified United States mail or overnight delivery in the manner described above. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive Notices that are given in accordance with this section, and that any Person to be given Notice actually receives such Notice. Any party to whom Notices are to be sent pursuant to this Agreement may from time to time change its address and/or facsimile number for future communication hereunder by giving Notice in the manner prescribed herein to all other Persons

named on the signature page to this Agreement, provided that the address and/or facsimile number change shall not be effective until five (5) business days after the Notice of change has been given.

9.12 Counterparts. This Agreement may be executed simultaneously in two counterparts, each one of which shall be deemed an original, but both of which shall constitute one and the same instrument.

9.13 Expenses. Each party shall bear its own expenses incurred in connection with the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

9.14 Further Assurances. Each party shall, from time to time at and after the date hereof, execute and deliver such instruments, documents and assurances and take such further actions as the other party reasonably may request to carry out the purpose and intent of this Agreement.

9.15 Headings. Section and subsection headings are not to be considered part of this Agreement and are included solely for convenience and reference and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.

9.16 Certain Definitions. The following definitions and locations of defined terms used in this Agreement are in addition to any other terms defined in this Agreement:

"Assets" has the meaning set forth in Section 1.1(a).

"Assumed Liabilities" has the meaning set forth in Section 1.3(a).

"Barrington Agreement" means that certain engagement agreement between Seller and Barrington Associates dated as of August 23, 1999, as amended by a letter agreement between Seller and Barrington Associates dated as of December 8, 2000.

"Basis" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction that forms or could form the basis for any specified consequence.

"Bravo" means Buyer's parent corporation, Bravo Corporation.

"Buyer" has the meaning set forth in the preface.

"Closing" has the meaning set forth in Section 2.1.

"Closing Date" has the meaning set forth in Section 2.1.

"Contingent Purchase Price" has the meaning set forth in Section 1.2(b).

"Contracts" has the meaning set forth in Section 1.1(a).

"Employee Benefit Plan" means any (a) nonqualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan, (b) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan, (c) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan, or (d) Employee Welfare Benefit Plan.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA Section 3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA Section 3(1).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Liabilities" has the meaning set forth in Section 1.3(b).

"Governmental Entity" means any government or any agency, bureau, commission, court, authority, department, official, political subdivision, administrative body, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"Indemnitee" has the meaning set forth in Section 9.5(b).

"Indemnitor" has the meaning set forth in Section 9.5(b).

"In-Stride" has the meaning set forth in Recital B.

"In-Stride Assets" has the meaning set forth in Recital B.

"In-Stride Collection Agreement" has the meaning set forth in Recital B.

"In-Stride Purchase Agreement" has the meaning set forth in Recital B.

"In-Stride Notes" has the meaning set forth in Recital B.

"In-Stride Security Agreements" has the meaning set forth in Recital B.

"Legal Requirement" shall mean any law, rule, regulation, order or ordinance of any Governmental Entity, all of the foregoing as now or hereafter in effect through the Closing Date.

"Liability" or "Liabilities" means any commitments, liabilities, obligations (including Contract and capitalized lease obligations), indebtedness, accounts payable and accrued expenses (whether any of the foregoing are known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability or obligation for Taxes.

"License Agreement" means the World-Wide License Agreement to be entered into at the Closing between Buyer and In-Stride respecting certain of the Rights and Licenses being transferred by Seller to Buyer as part of the Assets.

"Licenses" means all governmental and third party licenses, permits, approvals, authorizations, exemptions, classifications and certificates necessary to the conduct of the Business or to the ownership of the Assets.

"Loss" or "Losses" means any claim, liability, obligation, loss, damage, assessment, judgment, settlement, cost and expense, including costs attributable to the loss of the use of funds to the date on which the payment is made, reasonable attorneys' and accountants' fees, and costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim, action, suit, proceeding or demand, of any kind or character.

"Notices" has the meaning set forth in Section 9.11.

"Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a Governmental Entity or any other form of entity or company.

"Purchase Price" has the meaning set forth in Section 1.2(a).

"Rights" means copyrights, patents, invention disclosures, trademarks, trade names and service marks, whether registered or held under common law, and all applications therefor that are pending or in the process of preparation, and trade secrets, secret processes and other proprietary rights of every kind and nature, in the United States and in foreign countries, to the extent directly or indirectly owned, licensed, used, required for use or controlled in whole or in part by Seller.

"Royalties" has the meaning set forth in Section 1.2(b).

"Security Interests" has the meaning set forth in Section 1.1(a).

"Seller" has the meaning set forth in the preface.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Internal Revenue Code Section 59(A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability,

real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

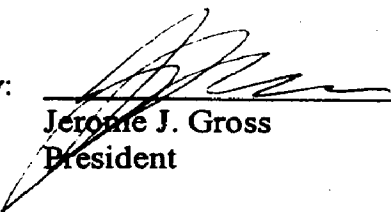
9.17 Post-Closing Filing of Certificate. Buyer agrees to cause the Certificate of Amendment of Buyer's Articles of Incorporation attached hereto as Exhibit B to be filed with the Office of the Secretary of State of California as soon as practicable after the Closing Date; provided, however, that if the Office of the Secretary of State of California requires that any modifications be made to the Certificate before accepting the same for filing, Buyer is authorized to make such modifications provided the same are approved in advance by Jerome J. Gross on behalf of Seller, which approval shall not be unreasonably withheld.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first set forth above.

SELLER:

**ARTEMIS INNOVATIONS INC.,
dba SOAP**

By: 

Jerome J. Gross
President

3109 Lomita Blvd.
Torrance, California 90505
Fax No.: (310) 643-1181

BUYER:

ARTEMIS LICENSING

By: _____
Anthony E. Armand
Vice President

6600 Katella Ave.
Cypress, California 90630
Fax No.: (714) 889-5491

APA.1.sig.wpd

12/08/00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first set forth above.

SELLER:

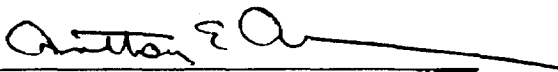
**ARTEMIS INNOVATIONS INC.,
dba SOAP**

By: _____
Jerome J. Gross
President

3109 Lomita Blvd.
Torrance, California 90505
Fax No.: (310) 643-1181

BUYER:

ARTEMIS LICENSING

By: 

Anthony E. Armand
Vice President

6600 Katella Ave.
Cypress, California 90630
Fax No.: (714) 889-5491

SCHEDULE 3.9**Rights and Licenses****U.S. PATENTS AND PATENT APPLICATIONS****U.S. UTILITY PATENTS:**

- 1) **U.S. Patent No.: 6,006,451**
Issue Date: December 28, 1999
Title: Apparatus With Grinding Plate And Method of Making Same
- 2) **U.S. Patent No.: 5,970,631**
Issue Date: October 26, 1999
Title: Footwear for Grinding
- 3) **U.S. Patent No.: 6,041,525**
Issue Date: March 28, 2000
Title: Footwear Grinding Apparatus with Flanking Bearing Surfaces
- 4) **U.S. Patent No.: 6,006,450**
Issue Date: December 28, 1999
Title: Wear Resistant Grind Shoe Apparatus
- 5) **U.S. Patent No.: 6,115,946**
Issue Date: September 12, 2000
Title: Method for Making Footwear Grinding Apparatus

U.S. UTILITY APPLICATIONS:

- 1) **U.S. Patent Application No.: 09/344,622**
Filing Date: June 25, 1999
Title: Grinding Apparatus with Longitudinal Bearing Member
- 2) **U.S. Patent Application No.: 09/333,612**
Filing Date: June 15, 1999
Title: Longitudinal Grind Plate
- 3) **U.S. Patent Application No.: 09/442,019**
Filing Date: November 17, 1999
Title: Longitudinal Grind Plate
- 4) **U.S. Patent Application No.: 09/335,306**
Filing Date: June 17, 1999
Title: Platform Shoes with Storage Compartment
- 5) **U.S. Patent Application No.: 09/364,756**
Filing Date: July 30, 1999

Title: Grinding Footwear Apparatus Including Plate with Braking Surfaces

- 6) **U.S. Patent Application No.: 09/494,137**
Filing Date: January 28, 2000
Title: Grind Plate with Removable Wear Plugs
- 7) **U.S. Patent Application No.: 09/494,135**
Filing Date: January 28, 2000
Title: Grinding Plate with Variable Transverse Grooves
- 8) **U.S. Patent Application No.: 09/494,138**
Filing Date: January 28, 2000
Title: Low Profile Grinding Plate
- 9) **U.S. Patent Application No.: 09/494,136**
Filing Date: January 28, 2000
Title: Grind Shoe Apparatus with Side Control

U.S. DESIGN PATENTS:

- 1) **U.S. Design Patent No.: D401,739**
Issue Date: December 1, 1998
Title: Grinding Plate for Shoes
- 2) **U.S. Design Patent No.: D404,550**
Issue Date: January 26, 1999
Title: Combination Grinding Shoe Sole and Plate
- 3) **U.S. Design Patent No.: D412,778**
Issue Date: August 17, 1999
Title: Grinding Shoe Sole Design
- 4) **U.S. Design Patent No.: D414,021**
Issue Date: September 21, 1999
Title: Tread Design
- 5) **U.S. Design Patent No.: D408,123**
Issue Date: April 20, 1999
Title: Grinding Shoe Upper Design
- 6) **U.S. Design Patent No.: D412,779**
Issue Date: August 17, 1999
Title: Combined Midsole and Grinding Shoe Outsole
- 7) **U.S. Design Patent No.: D420,789**
Issue Date: February 22, 2000
Title: Grinding Shoe Upper Design

- 8) **U.S. Design Patent No.: D413,193**
Issue Date: August 31, 1999
Title: Shoe Midsole
- 9) **U.S. Design Patent No.: D414,320**
Issue Date: September 28, 1999
Title: Grinding Shoe Upper
- 10) **U.S. Design Patent No.: D426,374**
Issue Date: June 13, 2000
Title: Grind Plate
- 11) **U.S. Design Patent No.: D426,948**
Issue Date: June 27, 2000
Title: Grinding Plate

U.S. DESIGN PATENT APPLICATIONS:

- 1) **U.S. Design Application No.: 29/117,396**
Filing Date: January 21, 2000
Title: Low Profile Grind Plate

FOREIGN PATENTS AND PATENT APPLICATIONS**FOREIGN UTILITY PATENTS:**

- 1) **Foreign Patent No.: NI-107638 (Taiwan)**
Issue/Grant Date: October 1, 1999
Title: Footwear Incorporating Grind Plate

FOREIGN UTILITY APPLICATIONS:

- 1) **Foreign Application No.: PCT/US97/11973 (PCT)**
Filing Date: July 9, 1997
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 2) **Foreign Application No.: PCT/US97/11652 (PCT)**
Filing Date: July 10, 1997
Title: Grinding Apparatus and Associated Footwear
- 3) **Foreign Application No.: 2261881 (Canada)**
Filing Date: January 22, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
- 4) **Foreign Application No.: 97197566.3 (China)**
Filing Date: March 1, 1999

- Title: Footwear Apparatus with Grinding Plate and Method of Making Same**
- 5) **Foreign Application No.: 97933355.6 (EPC)**
Filing Date: February 18, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
 - 6) **Foreign Application No.: 10-506983 (Japan)**
Filing Date: January 25, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
 - 7) **Foreign Application No.: 10-1999-7000529 (Korea)**
Filing Date: January 22, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
 - 8) **Foreign Application No.: 99/00845 (Mexico)**
Filing Date: January 22, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
 - 9) **Foreign Application No.: S199990091 (Viet Nam)**
Filing Date: January 9, 1999
Title: Footwear Apparatus with Grinding Plate and Method of Making Same
 - 10) **Foreign Application No.: S19990090 (Viet Nam)**
Filing Date: February 9, 1999
Title: Grinding Apparatus and Associated Footwear
 - 11) **Foreign Application No.: 99/00463 (Mexico)**
Filing Date: January 11, 1999
Title: Grinding Apparatus and Associated Footwear

FOREIGN DESIGN PATENTS:

- 1) **Foreign Design Patent No.: 2071510 (U.K.)**
Issue/Grant Date: August 25, 1998
Title: Grinding Shoe Sole and Plate Design
- 2) **Foreign Design Patent No.: 137579 (Australia)**
Issue/Grant Date: January 7, 1998
Title: Grinding Shoe Sole and Plate Design
- 3) **Foreign Design Patent No.: 141779/1 (Spain)**
Issue/Grant Date: September 3, 1999
Title: Grinding Shoe Sole and Plate Design
- 4) **Foreign Design Patent No.: M9712024.3 (Germany)**
Issue/Grant Date: August 18, 1998
Title: Grinding Shoe Sole and Plate Design

- 5) **Foreign Design Patent No.: 29395-01/02 (Benelux)**
Issue/Grant Date: August 21, 1998
Title: Grinding Shoe Sole and Plate Design
- 6) **Foreign Design Patent No.: 98300321.2 (China)**
Issue/Grant Date: January 30, 1999
Title: Grinding Shoe Sole and Plate Design
- 7) **Foreign Design Patent No.: ND-065599 (Taiwan)**
Issue/Grant Date: December 31, 1997
Title: Grinding Shoe Sole and Plate Design
- 8) **Foreign Design Patent No.: 503853 (France)**
Issue/Grant Date: May 29, 1998
Title: Grinding Shoe Sole and Plate Design
- 9) **Foreign Design Patent No.: 1054765 (Japan)**
Issue/Grant Date: November 29, 1999
Title: Grinding Shoe Sole and Plate Design
- 10) **Foreign Design Patent No.: 229564 (Korea)**
Issue/Grant Date: October 14, 1998
Title: Grinding Shoe Sole and Plate Design
- 11) **Foreign Design Patent No.: 5574 (Viet Nam)**
Issue/Grant Date: December 19, 1999
Title: Grinding Shoe Sole and Plate Design

MARKS

Buyer agrees to and acknowledges that its rights to the Marks under this Agreement are subject to certain restrictions set forth in an April, 2000 Co-Existence Agreement by and between Artemis Innovations Inc., and Brightwater, B.V. Subject Co-Existence Agreement is incorporated herein by reference as though completely set forth and attached hereto.

Buyer further agrees and acknowledges that certain proceedings challenging the Marks are now pending between Seller and Tee Jays Manufacturing Inc., before the U.S. Patent and Trademark Office Trademark Trial and Appeal Board, Opposition No. 113,512.

MARK	COUNTRY	STATUS	DATE
SOAP	Argentina	Ser. No. 2191792	Filed 12/10/98
SOAP	Argentina	Ser. No. 2212910	Filed 4/9/99
UHF	Argentina	Ser. No. 2212909	Filed 4/9/99
SOAP	Australia	Reg. No. 763601	Registered 11/15/99
UHF	Australia	Reg. No. 780682	Registered 9/19/99
SOAP	Benelux	Reg. No. 641791	Reg. 12/18/98
SOAP (Logo)	Brazil	Reg. No. 821581090	
SOAP	Chile	Reg. No. 552899	
UHF	Chile	Reg. No. 552898	
SOAP	China	Ser. No. 9800063827	Filed 6/12/98
UHF	China	Ser. No. 9800013518	Filed 2/20/98
UHF	European Union (CTM)	Reg. No. 703207	Registered 7/5/99
SOAP	Hong Kong	Reg. No. 13975/1999	Registered 12/23/98
UHF	Hong Kong	Ser. No. 9817273	Filed 12/23/98
SOAP	Indonesia	Ser. No. D9727301	Filed 12/15/97
UHF	Indonesia	Ser. No. D9727302	Filed 12/15/97
SOAP	Israel	Reg. No. 129257	Registered 7/19/99
UHF	Israel	Ser. No. 129258	Filed 7/19/99
SOAP	Japan	Reg. No. 450462	Registered 7/5/99
UHF	Japan	Reg. No. 4238990	Registered 2/12/99
SOAP	Lebanon	Ser. No. 96010482665	Filed 2/17/99
UHF	Lebanon	Ser. No. 96010482665	Filed 2/17/99
SOAP	Mexico	Reg. No. 647305	Registered 3/27/00
UHF	Mexico	Reg. No. 47304	Registered 3/27/00
SOAP	New Zealand	Reg. No. 292928	Registered 5/28/98
UHF	New Zealand	Reg. No. B302446	Registered 12/9/98
SOAP	Oman	Ser. No. 19233	Filed 12/15/99
UHF	Oman	Ser. No. 19234	Filed 12/15/98
SOAP	Panama	Ser. No. 104002	Filed 11/25/99
UHF	Panama	Ser. No. 104001	Filed 11/25/99
SOAP	Qatar	Ser. No. 19860	Filed 12/24/98
UHF	Qatar	Ser. No. 19859	Filed 12/24/98
SOAP	Singapore	Ser. No. 15188/97	Filed 12/13/97
UHF	Singapore	Ser. No. 15189/97	Filed 12/13/97
UHF	Singapore	Reg. No. T97/15189E	Registered 6/13/97
SOAP	South Africa	Ser. No. 09822692	Filed 12/21/98
UHF	South Africa	Ser. No. 09823113	Filed 12/21/98
SOAP	South Korea	Reg. No. 431629	Registered 11/30/98
SOAP	South Korea	Reg. No. 450462	Registered 7/5/99

MARK	COUNTRY	STATUS	DATE
UHF	South Korea	Reg. No. 429277	Registered 11/12/98
UHF	South Korea	Reg. No. 450463	Registered 7/5/99
SOAP	Taiwan	Ser. No. 88003817	Filed 1/29/99
SOAP	Taiwan	Ser. No. 86063214	Filed 1/29/99
UHF	Taiwan	Ser. No. 86063215	Filed 12/15/97
UHF	Taiwan	Reg. No. 840814	Registered 2/15/99
SOAP	Thailand	Ser. No. 369944	Filed 9/17/98
UHF (Logo)	Thailand	Ser. No. 381480	Filed 2/24/99
SOAP	United Arab Emirates	Ser. No. 030813	Filed 4/12/99
UHF	United Arab Emirates	Ser. No. 030814	Filed 4/12/99
ARTEMIS	U.S.	Fed. Reg. No. 2,270,219	Registered 8/17/99
MANUFACTURED FOR THE ACCELERATED	U.S.	Ser. No. 75/838,115	Filed 11/2/99
O (Stylized)	U.S.	Ser. No. 75/328,507	Filed 7/22/97
SHOES FOR THE DAILY GRIND	U.S.	Fed. Reg. No. 2,137,922	Registered 2/17/98
SOAP	U.S.	Fed. Reg. No. 2,190,714	Registered 9/22/98
SOAP	U.S.	Fed. Reg. No. 2,361,034	Registered 6/27/00
UHF	U.S.	Fed. Reg. No. 2,189,162	Registered 9/15/98
UHF (Logo)	U.S.	Fed. Reg. No. 2,202,708	Registered 11/10/98
SOAP	Uruguay	Reg. No. 310.341	Registered 10/4/99
UHF	Uruguay	Reg. No. 3120.340	Registered 10/4/99
SOAP	Vietnam	Pending	Filed 3/6/98
UHF	Vietnam	Ser. No. N980599	Filed 3/6/98

TRADEMARK	PRODUCT
ARTEMIS	Archery bows, archery arrows, archery implements, namely, bow cases, arm guards, targets and quivers.
MANUFACTURED FOR THE ACCELERATED O (Stylized)	T-shirts, shirts, pants, shorts, belts, hats, caps and footwear. Footwear, apparel, namely, t-shirts and shirts, and headwear.
SHOES FOR THE DAILY GRIND	Footwear.
SOAP	Footwear; apparel, namely, t-shirts and shirts; and headwear.
UHF	Footwear and headwear.

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