

Recordation Form Cover Sheet
TRADEMARKS ONLY

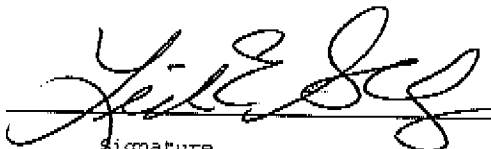
Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Airwalk International, LLC
formerly Items International, Inc.
☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other - limited liability company - Delaware
2. Name and address of receiving party(ies):
Collective Licensing International, LLC
800 Englewood Parkway, Suite C200
Englewood, CO 80110
☐ Individual(s) citizenship:
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☐ Corporation - State:
☒ Other: - limited liability company - Delaware
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 ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:
Execution Date: December 22, 2003
4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
A & DESIGN (SLANT A) No. 76/408,448
AIRWALK No. 78/169,347
Additional numbers attached?
B. Trademark Registration No.(s)
A & DESIGN (SLANT A) No. 2,854,830
☐ Yes ☒ No
5. Name and address of party to whom correspondence concerning document should be mailed:
Michael D. Fishman
Rader, Fishman & Grauer PLLC
39533 Woodward Avenue
Suite 140
Bloomfield Hills, Michigan 48304
(248) 594-0630
6. Total number of applications and registrations involved: three (3)
7. Total fee (37 CFR 3.41).....\$90.00
☐ Enclosed
☒ Authorized to be charged to deposit account.
8. Deposit Account Number: 18-0013
(Attach duplicate copy of this page if using 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.

Linda E. Sudzina
Name


Signature

9/16/04
Date

Total number of pages comprising cover sheet 5

TRADEMARK ASSIGNMENT

WHEREAS, Alan Cohen (the "Seller") is the Receiver duly appointed pursuant to the Order of the Supreme Court of the State of New York, County of New York entered on November 3, 2003, in an action styled Congress Financial Corporation v. AIRWALK International, LLC ("AIRWALK") (Index No. 603445/03) and is authorized by the Order to sell certain assets of AIRWALK including trademarks, trade names, trade dress, trademark registrations, and trademark applications set forth in Schedule A attached hereto (the "Trademarks");¹

WHEREAS, pursuant to an Asset Purchase Agreement dated as of November 3, 2003, by and among Collective Licensing International, LLC, a Delaware limited liability company ("Assignee"), and the Seller (the "Purchase Agreement"), Seller agreed to execute and deliver to Assignee at Closing, assignments of all Proprietary Rights.

NOW, THEREFORE, effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby assign unto Assignee, its successors and assigns all of its right, title, and interest in and to:

- (i) the Trademarks set forth on Schedule A hereto;
- (ii) all renewals of the foregoing Trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue for any past, present or future infringement of the Trademarks and related claims, including the right to sue for injunctive relief and to collect damages;
- (iv) the goodwill connect with and symbolized by the Trademarks;
- (v) to the extent that any Trademark applications are filed on the basis of Seller's "intent-to-use" such Trademarks, the portion of the business to which those Trademarks apply (which business is ongoing and existing); and
- (vi) all rights corresponding thereto throughout the world.

From time to time after the date hercof, at the request of the other party hereto (which for such purposes, shall include any successor to such party or to substantially all its assets), and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

¹ Terms used herein and not defined have the meanings assigned to them in the Purchase Agreement.

IN WITNESS WHEREOF, the Seller has executed this Trademark
Assignment as of December 22, 2003.


ALAN COHEN, Receiver

TRADEMARK

REEL: 002937 FRAME: 0003

Schedule A
Redacted to Reflect Only U.S. Federal Trademark Applications and Registrations

| REFERENCE# | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|----------------------|---|------------|------------|------------|-----------|------------|----------|
| UNITED STATES | | | | | | | |
| 50054-0177 | A & DESIGN (DOT A) | 9/21/2000 | 76/132,784 | | | ABANDONED | 028 |
| 50054-0194 | A & DESIGN (OVAL A) | 11/12/1997 | 75/388,389 | 7/2/2002 | 2,588,714 | REGISTERED | 18,25,28 |
| 50054-0581 | A & DESIGN (OVAL A) | 11/12/1997 | 75/389,100 | 2/15/2000 | 2,317,667 | REGISTERED | 25 |
| 50054-0001 | A & DESIGN (PEAK A) | 4/23/1996 | 75/093,074 | 3/4/1997 | 2,042,013 | REGISTERED | 25 |
| 50054-0463 | A & DESIGN (PEAK A) | 2/29/1996 | 75/065,717 | 4/21/1998 | 2,152,877 | REGISTERED | 25,28 |
| 50054-0728 | A & DESIGN (PEAK A) | 6/19/2001 | 76/273,565 | 2/12/2002 | 2,538,220 | REGISTERED | 18 |
| 50054-0640 | A & DESIGN (SCRIPT A) | 4/25/2002 | 76/400,419 | | | ABANDONED | 18,25 |
| 50054-0909 | A & DESIGN (SCRIPT A) | 9/30/2002 | 78/169,354 | | | PENDING | 16 |
| 50054-0657 | A & DESIGN (SCRIPT A, REVERSE) | 10/1/1996 | 75/175,068 | 8/26/1997 | 2,091,338 | REGISTERED | 25 |
| 50054-0763 | A & Design (SLANT A) | 5/15/2002 | 76/408,448 | | | ALLOWED | 18 |
| 50054-0920 | A & DESIGN (SLANT A) (CHILD OF 5/15/2002 76/408448) | | 76/975,828 | 6/15/2004 | 2,854,830 | REGISTERED | 25 |
| 50054-0684 | A & DESIGN (TRIANGLE A) | 10/12/2001 | 76/324,412 | 1/7/2003 | 2,671,618 | REGISTERED | 018 |
| 50054-0653 | A & DESIGN (TRIANGLE A) | 10/12/2001 | 76/324,411 | 6/11/2002 | 2,578,679 | REGISTERED | 28 |
| 50054-0654 | A & DESIGN (TRIANGLE A) | 10/12/2001 | 76/324,320 | 6/11/2002 | 2,578,677 | REGISTERED | 25 |
| 50054-0743 | ACCESS | 4/15/1996 | 75/088,512 | 5/19/1998 | 2,159,422 | REGISTERED | 25 |
| 50054-0007 | ADVANTAGE | 5/30/1995 | 74/680,841 | 7/2/2002 | 2,587,005 | REGISTERED | 25 |
| 50054-0345 | AIRWALK | 12/3/1986 | 73/633,370 | 11/8/1988 | 1,511,840 | REGISTERED | 25 |
| 50054-0346 | AIRWALK | 11/25/1998 | 75/595,260 | 2/1/2000 | 2,314,004 | REGISTERED | 25 |
| 50054-0347 | AIRWALK | 2/28/1996 | 75/070,923 | 10/28/1997 | 2,109,810 | REGISTERED | 25,28 |
| 50054-0908 | AIRWALK | 9/30/2002 | 78/169,347 | | | ALLOWED | 16 |
| 50054-0913 | AIRWALK | 12/11/2002 | 78/193,475 | | | ABANDONED | 35 |
| 50054-0895 | AIRWALK & DESIGN | | | | | PROPOSED | |
| 50054-0658 | AIRWALKERS | 10/18/1990 | 74/106,955 | 6/16/1992 | 1,695,396 | EXPIRED | 25 |
| 50054-0742 | BOUNDARY | 4/15/1996 | 75/088,513 | | | ABANDONED | 025 |
| 50054-0733 | CASUAL TECH | 9/10/1998 | 75/551,162 | | | ABANDONED | 025 |
| 50054-0739 | CYBERLETIC | 11/25/1996 | 75/203,603 | | | ABANDONED | |
| 50054-0175 | DESIGN (DOT A) (Child of 50054-176) | 9/21/2000 | 76/132,791 | 9/16/2003 | 2,763,187 | REGISTERED | 18 |
| 50054-0176 | DESIGN (DOT A) (Parent of 50054-175) | 9/21/2000 | 75/979,697 | 9/17/2002 | 2,619,496 | REGISTERED | 25 |
| 50054-0188 | DESIGN (ETURA CROSS) | 8/23/2001 | 76/304,650 | | | ABANDONED | 18 |
| 50054-0189 | DESIGN (ETURA CROSS) | 8/23/2001 | 76/304,779 | | | ABANDONED | 25 |
| 50054-0190 | DESIGN (ETURA CROSS) | 8/23/2001 | 76/305,188 | | | ABANDONED | 28 |

Trademark Report by Country

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| REFERENCE# | MARK | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|--------------------------------------|------------------------------|-----------|------------|------------|-----------|------------|----------|
| <i>UNITED STATES continued . . .</i> | | | | | | | |
| 50054-0798 | DESIGN (PTERODACTYL II) | 7/9/2002 | 78/142,226 | | | ABANDONED | 25 |
| 50054-0576 | DESIGN (RUNNING MAN) | 12/3/1986 | 73/693,369 | 8/4/1987 | 1,450,940 | REGISTERED | 25 |
| 50054-0727 | DESIGN (RUNNING MAN) | 4/24/1996 | 75/093,475 | 6/16/1998 | 2,166,302 | REGISTERED | 18,25,28 |
| 50054-0730 | DESIGN (SHOE 1) | 9/10/1987 | 73/683,404 | 3/29/1988 | 1,482,837 | CANCELLED | 25 |
| 50054-0731 | DESIGN (SHOE 2) | 8/7/1997 | 75/337,298 | | | ABANDONED | 025 |
| 50054-0729 | DESIGN (SHOE 3) | 8/29/1997 | 75/349,051 | | | ABANDONED | 25 |
| 50054-0726 | DESIGN (WOMAN) | 8/26/1999 | 75/786,197 | | | ABANDONED | 025 |
| 50054-0735 | EASY | 8/4/1997 | 75/335,526 | | | ABANDONED | 25 |
| 50054-0097 | ETURA | 4/25/2001 | 76/246,029 | | | ABANDONED | 18 |
| 50054-0098 | ETURA | 4/25/2001 | 76/246,039 | 7/29/2003 | 2,743,534 | REGISTERED | 25 |
| 50054-0099 | ETURA | 4/25/2001 | 76/246,038 | | | ABANDONED | 28 |
| 50054-0744 | EVOLUTION | 5/26/1995 | 74/680,548 | | | ABANDONED | 25 |
| 50054-0103 | EXTREME | 5/26/1995 | 74/680,549 | 12/31/2002 | 2,667,463 | REGISTERED | 25 |
| 50054-0747 | FLIGHT-GEAR | 3/5/1987 | 73/647,974 | 10/13/1987 | 1,461,057 | CANCELLED | 25 |
| 50054-0469 | FORMAT | 2/27/1996 | 75/064,466 | 9/30/1997 | 2,102,164 | CANCELLED | 28 |
| 50054-0104 | FREERIDE | 5/26/1995 | 74/680,384 | 3/5/2002 | 2,543,643 | REGISTERED | 25 |
| 50054-0122 | GENETIC | 9/21/2000 | 76/132,785 | 7/30/2002 | 2,600,366 | REGISTERED | 25 |
| 50054-0123 | GENETIC | 9/21/2000 | 76/132,787 | 11/5/2002 | 2,646,735 | REGISTERED | 18 |
| 50054-0745 | HALFPIPE | 5/26/1995 | 74/680,400 | | | ABANDONED | 025 |
| 50054-0748 | ITEMS INTERNATIONAL & DESIGN | 2/3/1988 | 73/709,463 | 10/11/1988 | 1,508,306 | REGISTERED | 25 |
| 50054-0736 | JACK | 3/17/1997 | 75/269,022 | 9/28/1999 | 2,281,965 | REGISTERED | 25 |
| 50054-0737 | LATCH | 3/17/1997 | 75/258,771 | | | ABANDONED | 25 |
| 50054-0746 | OBLIQUE | 5/3/1995 | 74/669,433 | | | ABANDONED | 25 |
| 50054-0738 | PROCESS | 2/21/1997 | 75/245,030 | | | ABANDONED | 25 |
| 50054-0740 | QUAD | 5/17/1996 | 75/106,065 | 7/21/1998 | 2,175,424 | REGISTERED | 25,28 |
| 50054-0656 | SCRUB | 5/30/1995 | 74/680,840 | 11/12/1996 | 2,016,502 | CANCELLED | 25 |
| 50054-0734 | SERIES A-1 | 2/12/1998 | 75/433,192 | 10/12/1999 | 2,286,586 | REGISTERED | 28 |
| 50054-0732 | SHERO | 8/26/1999 | 75/786,192 | | | ABANDONED | 025 |
| 50054-0655 | TARE 7 | 2/6/2001 | 76/205,456 | 7/29/2003 | 2,743,325 | REGISTERED | 35 |
| 50054-0741 | TERRAIN | 4/15/1996 | 75/088,514 | 11/3/1998 | 2,201,763 | REGISTERED | 25 |
| 50054-0659 | VERUS TECHNOLOGY | 10/1/2001 | 76/320,504 | | | ABANDONED | 17 |

END OF REPORT

TOTAL ITEMS SELECTED = 62

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