

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet Bank National Association, as Agent		07/14/1999	National Banking Association:

RECEIVING PARTY DATA

Name:	Starter Corporation
Street Address:	370 James Street
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06513
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1210630	S

CORRESPONDENCE DATA

Fax Number: (503)972-3877

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: chrise@tonkon.com

Correspondent Name: Christopher D. Erickson

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ATTORNEY DOCKET NUMBER:

3231-377

NAME OF SUBMITTER:

Christopher D. Erickson

Total Attachments: 10

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Explanatory Statement for Release of Security Interest

WHEREAS, Starter Corporation, the prior owner of Trademark Registration Number 1,210,630 (the "Trademark"), previously granted a security interest in the Trademark to Fleet Bank National Association, as Agent, recorded in the U.S. Patent and Trademark Office on March 15, 1993 at Reel/Frame 0954/0381 (the "Security Interest").

WHEREAS, Starter Corporation filed for Bankruptcy in U.S. Bankruptcy Court for the District of Delaware (the "Court"), Case No. 99-906 (PJW).

WHEREAS, as part of the order issued by the Court on July 14, 1999 (the "Order"), the Court granted the Motion of Starter Corporation to transfer certain assets, including the Trademark, free and clear of all liens and encumbrances under the Bankruptcy Code and pursuant to a certain Asset Purchase Agreement dated June 29, 1999 (the "Agreement").

THEREFORE, we have submitted for recordation the relevant portions of: (i) the Order, attached as Exhibit A; and (ii) the Agreement, attached as Exhibit B, which establish the effective release of the Security Interest in the Trademark.

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EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11 Cases
)	
STARTER CORPORATION, <u>et al.</u> ,)	Case No. 99-906 (PJW)
)	
Debtors.)	Jointly Administered

ORDER (i) AUTHORIZING SALE OF CERTAIN OF DEBTORS' ASSETS FREE AND CLEAR OF ENCUMBRANCES, SUBJECT TO THE TERMS OF ASSET PURCHASE AGREEMENT, (ii) AUTHORIZING AND APPROVING ASSET PURCHASE AGREEMENT, AND AUTHORIZING DEBTORS TO CONSUMMATE ALL RELATED TRANSACTIONS

This matter is before the Court on the Motion of Debtors for Order Pursuant to Sections 105, 363, 365 and 1146 of the Bankruptcy Code: (a) Authorizing and Approving Asset Purchase Agreement between Starter Corporation, Starter Outlet Stores, Inc., Starter Galt, Inc., and Starter Delaware, Inc. ("Debtors") and New Starter LLC; (b) Authorizing the Sale of Certain of Debtors' Assets ("Purchased Assets"), Free and Clear of Encumbrances, Subject to the Terms of the Asset Purchase Agreement¹ and Subject to Higher or Better Offers; (c) Authorizing Debtors to Consummate all Transactions Related to the Above; and (d) Granting Other Relief (the "Sale Motion"); the Court having on June 25, 1999 entered an order (the "Scheduling Order"), (i) scheduling hearing and objection deadline on motion to approve sale of certain assets of Debtors free

¹Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the June 29, 1999 Asset Purchase Agreement between Debtors and Purchaser ("Asset Purchase Agreement"). For purposes of this Order, "Purchased Assets" shall not include the items listed in clauses (a), (b) and (f) of the definition of "Purchased Assets" in the Asset Purchase Agreement *and the European Marks as defined in the Asset Purchase Agreement, subject to the Debtors' obligations as provided under paragraph (x) of this Order.*

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Sale of Assets

(b) The Asset Purchase Agreement, a copy of which is annexed to this Order as Exhibit A, and the terms and conditions contained in the Asset Purchase Agreement are approved ~~hereby~~. The sale of the Purchased Assets to Purchaser is hereby authorized under, among others, sections 363(b) and (f) of the Bankruptcy Code. Debtors are authorized at the Closing to execute, deliver, implement and fully perform the Asset Purchase Agreement, together with all additional instruments and documents which may be reasonably necessary, convenient, or desirable to implement the terms of the Asset Purchase Agreement, and to take all further actions as may be necessary or appropriate to perform the obligations contemplated by the Asset Purchase Agreement. All objections to the Sale Motion that were not withdrawn or settled on the record are overruled.

(c) Pursuant to sections 105(a), 363(b), 363(e) and 363(f) of the Bankruptcy Code, on the Closing Date, the Purchased Assets and all of Debtors' right, title and interest therein shall be transferred to Purchaser in accordance with the Asset Purchase Agreement and shall be free and clear of (i) all ^{liens and} Encumbrances and (ii) claims (as that term is defined in the Bankruptcy Code), obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests, royalties and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, whether arising in connection with the transactions authorized by this Order, and whether imposed by agreement, understanding, law, equity or otherwise, against the Purchased Assets or Debtors ((i) and (ii) collectively, "Claims"), except as may be expressly set forth in the Asset Purchase Agreement. At Closing, all such Claims will be released, terminated and discharged as to the Purchased Assets with all such liens attaching to the ^{and, if required under}

Section 363,
Encumbrances

proceeds of the sale of the Purchased Assets, in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets.

(d) All persons and entities holding Claims of any kind and nature with respect to the Purchased Assets (other than as may be expressly set forth in the Asset Purchase Agreement) are hereby forever barred and permanently enjoined from asserting such Claims of any kind and nature against the Purchased Assets or Purchaser or its successors, assigns, or affiliates.

Discharge of Liens

(e) ~~Subject to the terms of any agreement between Purchaser and any of Debtors' licensors (but solely as to rights by and among the Purchaser and Debtors' licensors),~~ This Order (i) is and shall be effective as a determination that, on the Closing Date, except as expressly provided in the Asset Purchase Agreement, all Claims existing as to the Purchased Assets prior to the Closing have been and hereby are unconditionally released, discharged, and terminated as to the Purchased Assets and Purchaser and that the conveyance described in this Order has been effected and (ii) is and shall be effective to cause all such Claims to attach to and be perfected in the proceeds of the sale of the Purchased Assets, in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets, without the need to file any financing statements or other evidence of perfection. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing or recording this Order and any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement. Except as otherwise provided in this Order, any issues regarding the extent, validity, perfection, priority, and enforceability of Claims with respect to the proceeds of the sale will be determined by the Court upon proper application at a later date.

Bankruptcy Code as of the Closing (the "Subject Licenses"). Notwithstanding anything herein to the foregoing, the rejection of the Subject Licenses shall be of no force and effect if the Closing fails to occur for any reason.

Dated: Wilmington, Delaware
July 18, 1999



Peter J. Walsh
Chief United States Bankruptcy Judge

EXHIBIT B

July 14

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of June 29, 1999 by and among Starter Corporation, Starter Galt, Inc., Starter Outlet Stores, Inc. and Starter Delaware, Inc., Delaware corporations (collectively, the "Debtors" or "Sellers") as debtors and debtors-in-possession in cases pending under chapter 11 of the Bankruptcy Code, and ~~Starter LLC~~, a Delaware limited liability company, the "Purchaser".

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Rider 1-A

RECITALS

WHEREAS, Sellers are engaged in the business of designing and marketing quality apparel associated with sports, leisure and entertainment;

WHEREAS, on April 19, 1999, each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the Bankruptcy Court. The Debtors have continued in the possession of their respective assets and in the management of their businesses pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, certain of the assets associated with the Sellers' operations, free and clear of all Encumbrances (as defined below), all on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

Unless otherwise defined herein, the terms defined in the introductory paragraph and the Recitals to this Agreement shall have the respective meanings specified therein, and the following terms shall have the meanings specified below:

"Agreement" has the meaning set forth in the introductory paragraph and shall include all Schedules and Exhibits hereto.

"Ancillary Agreements" means, collectively, the Assignment and Assumption Agreement, the Bill of Sale, the Trademark License Agreement and the Trademark Assignment Agreement.

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Executive Officer, Chief Financial Officer, the Chief Legal Officer or the General Counsel.

"**Ledger**" shall mean the Seller's inventory report dated May 27, 1999 previously provided to Purchaser and attached as Schedule A hereto.

"**Locations**" means the warehouse, distribution and other facilities listed on Schedule C attached hereto.

"**Non-Covered Assets**" has the meaning set forth in Section 9.2(c).

"**Order**" means an order of the Bankruptcy Court, in substantially the form attached hereto as Exhibit C, which order, as of the Closing Date, shall not have been stayed, vacated or otherwise rendered ineffective, authorizing, among other things (i) the sale of the Purchased Assets to Purchaser free and clear of all Encumbrances, (ii) the assignment of the Assigned Contracts to and the assumption of the Assigned Contracts by Purchaser and (iii) the consummation of the transactions contemplated by the Ancillary Agreements and all other transactions and agreements contemplated hereby and containing a finding that Purchaser is a good faith purchaser for value within the meaning of Section 363(m) of the Bankruptcy Code.

"**Other Assets**" shall mean all marketing materials relating to the Purchased Assets, including all sample products, tube posters, logos, discs containing logos, artwork and reproduction materials.

"**Permit**" means any permit, approval, authorization, license, variance or permission required by a Governmental Agency under any applicable law.

"**Person**" means any individual, partnership, corporation, trust, association, limited liability company, Governmental Agency or other entity.

"**Prepetition Lenders**" means the financial institutions from time to time party to the Credit Agreement.

"**Physical Inventory Period**" means the time period or periods during which the physical inventory is taken pursuant to Section 2.5(a).

"**Purchase Price**" has the meaning set forth in Section 2.3(a).

"**Purchased Assets**" means all of the Sellers' right, title and interest as of the Closing Date in and to the following:

- (a) the Assigned Contracts;
- (b) all claims or causes of action of the estates of Sellers related to the licenses

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of the Trademarks included in the Assigned Contracts, including, without limitation, claims or causes of action arising under Sections 549 and 551 through 553 of the Bankruptcy Code, to the extent such claims or causes of action are assignable by law and are against parties to such licenses:

- (c) the Intellectual Property Rights;
- (d) the Inventory;
- (e) the Other Assets;
- (f) the Royalties Receivable;
- (g) the Trademarks; and
- (h) records relating primarily to the Purchased Assets;

"Qualifying Bid" has the meaning set forth in Section 9.2(c).

"Royalties Receivable" means the royalties receivable as of the date of hereof which are directly related to the licenses of Trademarks included in the Assigned Contracts.

"Schedules" means the various Schedules referred to in this Agreement delivered separately to Purchaser on or before the date of this Agreement, except as otherwise specified in this Agreement.

"Superior Bid" has the meaning set forth in Section 9.2(b).

"Tax Return" means any report, return, information return, filing, claim for refund or other information, including any schedules or attachments thereto, and any amendments to any of the foregoing required to be supplied to a taxing authority in connection with Taxes.

"Taxes" means all federal, state, local and foreign taxes, including income, gross receipts, excise, employment, sales, use, transfer, license, payroll, franchise, severance, stamp, withholding, Social Security, unemployment, disability, real property, personal property, registration, alternative or add-on minimum, estimated or other tax, including any interest, penalties or additions thereto, whether disputed or not.

"Trademarks" means the domestic and international, trademarks and service marks (registered or unregistered) and trade names, and all goodwill of the business associated therewith and licenses and registrations relating thereto, listed on Schedule D attached hereto.

"Trademark Assignment Agreement" means the agreement, substantially in the form attached hereto as Exhibit E, pursuant to which Sellers will, on the Closing Date, sell and assign all

SCHEDULE D

TRADEMARK

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Starter Corporation Trademarks - Grouped by Country

Mark to Pick	Starter Corporation	7352206	Clothing, namely shirts, jackets, pants, shorts and hats.	Pending Application
Rugged Terrain	Starter Corporation	1897370	Men's sport shirts.	Registered
Rugged Terrain	Starter Corporation	74317299	Adult and youth wearing apparel, namely jackets, warm-up shirts and suits, wind resistant jackets, sweatshirts and suits, t-shirts, head bands, wrist bands, shorts, polo shirts, sweaters, tank tops and hats.	Mark erroneously cancelled. Our petition to Revive was accepted and a Statement of Use has been filed.
Rugged Terrain Starter S & Star Design	Starter Corporation	74428320	Adult and youth wearing apparel, namely jackets, warm-up shirts and suits, wind resistant jackets, sweatshirts and suits, t-shirts, head bands, wrist bands, shorts, polo shirts, sweaters, tank tops, hats, athletic footwear, shoes and sneakers.	Pending Application
S & Star Design	Starter Corporation	73712797	Adult and youth wearing apparel, namely jackets, warm-up shirts and suits, wind resistant jackets, sweatshirts and suits, t-shirts, head bands, wrist bands, shorts, polo shirts, sweaters, tank tops and hats.	Use Reminded
S & Star Design	Starter Corporation	73319752	Adult and youth wearing apparel, namely jackets and warm-up suits	Registered
S & Star Design	Starter Corporation	74374973	Athletic footwear including but not limited to golf shoes, track shoes, wrestling shoes, baseball shoes, football shoes, hunting boots, tennis shoes, basketball shoes, boat shoes and general purpose athletic sneakers.	Opposition filed by Converse.
S & Star Design Starter	Starter Corporation	74468405	Luggage, namely backpacks, knapsacks, all purpose sports bags, duffel bags, gym and novelty bags.	Pending Application
S & Star Design Starter	Starter Corporation	73650716	Adult and youth wearing apparel, namely jackets, warm-up suits, wind resistant jackets, sweatshirts, t-shirts, headbands, wristbands, shorts, polo shirts, sweaters, tank tops, undershirts and hats.	Registered
S & Star Design Starter	Starter Corporation	74374974	Athletic footwear including but not limited to golf shoes, track shoes, wrestling shoes, baseball shoes, football shoes, hunting boots, tennis shoes, basketball shoes, boat shoes, and general all purpose sneakers.	Pending Application