

4/19/04

04-19-2004

Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

REC



102724394

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

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

1. Name of conveying party(ies):

The North Face, Inc.

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

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

2. Name and address of receiving party(ies)

Name: The North Face Apparel Corp.

Internal

Address: 201 Baynard Building

Street Address: 3411 Silverside Road

City: Wilmington State: DE Zip: 19810

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: January 3, 2003

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

A. Trademark Application No.(s) 78/182,154

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Helen L. Winslow

Internal Address: The H.D. Lee Company, Inc.

201 Baynard Building

Street Address: 3411 Silverside Road

City: Wilmington State: DE Zip: 19810

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Helen L. Winslow
Name of Person Signing

Helen L. Winslow
Signature

April 13, 2004
Date

Total number of pages including cover sheet, attachments, and document: 4

04/16/2004 ECOOPER 00000076 78182154

01 FC:8521

40.00 DP

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

TRADEMARK
REEL: 002949 FRAME: 0439

**ASSIGNMENT OF PROPRIETARY RIGHTS
IN INTELLECTUAL PROPERTY**

ASSIGNMENT OF PROPRIETARY RIGHTS IN INTELLECTUAL PROPERTY (this "**Assignment**"), dated as of January 6, 2003, by The North Face, Inc., a Delaware corporation having its principal place of business at San Leandro, California (the "**Assignor**"):

WITNESSETH:

WHEREAS, the Assignor is the owner of the Intellectual Property, as defined hereinbelow;

WHEREAS, The North Face Apparel Corp., a Delaware corporation (the "**Assignee**"), having its principal place of business at Wilmington, Delaware, is desirous of acquiring the Assignor's entire right, title and interest in and to and under the Intellectual Property, as defined hereinbelow;

WHEREAS, the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property, as defined hereinbelow.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. The Assignor does hereby assign, transfer and convey to the Assignee and its successors and assigns forever, as of the date first above written, all of its right, title and interest, whether statutory or common law, in, to or arising under, all of its United States and foreign patents; patent applications, including the inventions disclosed therein; trademarks; trademark applications; service marks; service mark applications; and domain names, as well as all licenses (to the extent assignable) relating to all of the foregoing, including but not limited to the patents, patent applications, trademarks, and trademark applications listed on Schedule A attached hereto and further including with respect to all of the foregoing the right of enforcement with respect thereto, including all rights to sue or recover for the past infringement thereof, and any and all choses in action related thereto (collectively, the "Intellectual Property").

2. If any Intellectual Property is not registered or recorded in the name of the Assignor, the Assignor agrees to comply with Assignee's request to supply the documents required for the assignment of such Intellectual Property as a result of that Intellectual Property not being in the name of the Assignor.

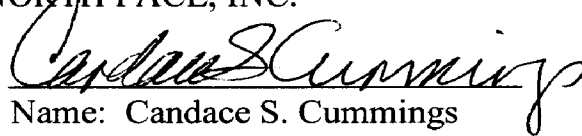
3. At the request of the Assignee and without further consideration, the Assignor shall promptly execute and deliver to the Assignee such agreements, certificates and other instruments of sale, conveyance, assignment and transfer and take such other action as may be reasonably requested by the Assignee more effectively to sell, convey, assign and transfer to and vest in the Assignee (or to put the Assignee in possession of) any of the Intellectual Property. The Assignor shall assist the Assignee in registering and/or recording the Intellectual Property with the appropriate governmental entities in any jurisdiction requested by the Assignee.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflicts of law rules.

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be duly executed and its corporate seal to be hereunto affixed as of the day and year first above written.

THE NORTH FACE, INC.

By:



Name: Candace S. Cummings

Title: Vice President

[SEAL]

EXHIBIT A

Assignment of Proprietary Rights in Trademarks from The North Face, Inc. ("Assignor") and The North Face Apparel Corp. ("Assignee") dated January 3, 2003.

UNITED STATES

<u>MARK</u>	<u>APPLN. #</u>	<u>APPLN. DATE</u>	<u>CLASS</u>
THE NORTH FACE	78/182,154	11/06/2002	12