

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benetton Sportssystem USA, Inc.		06/27/2003	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	Rollerblade USA, Corp.
Street Address:	19 Technology Drive
City:	West Lebanon
State/Country:	NEW HAMPSHIRE
Postal Code:	03784
Entity Type:	CORPORATION: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	76505035	ABT
Registration Number:	1906661	ACTIVE BRAKE TECHNOLOGY
Registration Number:	1856618	BLADE RUNNER
Registration Number:	1831432	BLADE RUNNER
Registration Number:	1883670	BLADE RUNNER
Registration Number:	2042447	BLADEGEAR
Registration Number:	1381577	BLADERUNNER
Registration Number:	2234120	BLADESCHOOL
Registration Number:	2000379	FUSION
Registration Number:	1500664	LIGHTNING
Registration Number:	1555881	MACROBLADE
Registration Number:	2283679	RB
Registration Number:	2250190	RB
Registration Number:	1868133	ROLLERBLADE

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Registration Number:	2240159	ROLLERBLADE
Registration Number:	1609154	ROLLERBLADE
Registration Number:	2021339	ROLLERBLADE
Registration Number:	1326171	ROLLERBLADE
Registration Number:	1905753	ROLLERBLADE
Registration Number:	1895396	ROLLERBLADE
Registration Number:	2405665	ROLLERBLADE
Registration Number:	2021430	ROLLERBLADE
Registration Number:	2072819	SKATE IN SCHOOL
Registration Number:	2072402	ROLLERBLADE
Registration Number:	2064108	
Registration Number:	2021431	
Registration Number:	2072401	
Registration Number:	2279743	VIABLADE

CORRESPONDENCE DATA

Fax Number: (202)331-4308
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202)663-7495
Email: trademark@sughrue.com
Correspondent Name: W. M. Webner
Address Line 1: 2100 Pennsylvania Avenue, N.W.
Address Line 2: Suite 800
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-3213

ATTORNEY DOCKET NUMBER:	17562099 ROLLERBLADE 1
NAME OF SUBMITTER:	Michael E. Libby

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment"), dated as of June 27, 2003 between Benetton Sportsystem USA, Inc., a corporation organized under the laws of New Jersey ("Assignor"), and Rollerblade USA Corp., a corporation organized under the laws of New Hampshire ("Assignee"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in Schedule IV hereto.

WITNESSETH

WHEREAS, Benetton Group S.p.A., a joint stock company (Società per Azioni) organized under the laws of Italy ("Benetton") and Prime Newco S.r.l., a company organized under the laws of Italy ("Prime Newco") are parties to a certain Framework Agreement, dated as of March 5, 2003 (the "Framework Agreement"), pursuant to which, among other things, Benetton agreed to cause Assignor to sell, and Prime Newco agreed to cause Assignee to purchase, the Rollerblade line of business;

WHEREAS, Assignor enters into this Assignment to transfer to Assignee certain intellectual property related to the Rollerblade line of business (the "Assigned IP"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP;

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements contained in the Framework Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Patents. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to, (i) the patents set forth in Schedule I hereto and (ii) the patents applications also set forth in Schedule I hereto (the "Assigned Patents.")

2. Assignment of Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to, (i) the trademarks set forth in Schedule II hereto and (ii) the registrations and applications for registrations thereof (the "Assigned Trademarks.")

3. Assignment of Domain Names. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right,

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title and interest of Assignor in and to, the domain names and registrations set forth in Schedule III hereto (the "Assigned Domain Names.")

4. Assignment of all other Names and Unregistered Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of Assignor in and to, (i) all the names and (ii) all Unregistered Trademarks which have been used by the Assignor up to the date hereof in connection with the Rollerblade line of business, exception made for the name and mark "Benetton" and the name "Sportssystem" (the "Assigned Names and Unregistered Trademarks.")

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark and patent issues and in all other respects including as to validity (except for patent and trademark issues), interpretation and effect by the laws of the State of New Jersey without giving effect to the conflict of laws rules thereof.

6. Dispute Resolution. Any dispute regarding the validity, interpretation or execution of this Assignment shall be settled through ritual arbitration based on equity in accordance with the settlement and arbitration rules of the Chamber of Commerce of Milan. The place of the arbitration shall be Treviso.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed and delivered as of the date first written above.

BENETTON SPORTSYSTEM USA, INC.

By: Carlo Turvel

Name:

Title:

ROLLERBLADE USA CORP.

By: [Signature]

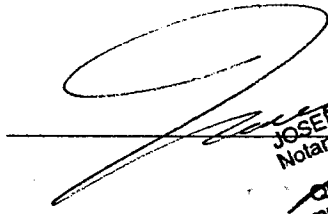
Name:

Title:

ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF NEW YORK)

On June 27, 2003 before me, the undersigned, personally appeared Carlo Tunioi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


JOSE MARIA CARLO CICHINI
Notary Public, State of New York
No. 016004297
Qualified in New York County
Commission Expires March 23, 2006

SCHEDULE II

U.S. Trademarks to be Assigned by Benetton Sportssystem USA, Inc. to Rollerblade USA, Corp.

Status	Trademark	Application No.	Application Date	Registration No.	Registration Date	Class
PEN	ABT	76/505,035	Apr/07/2003			
REG	ACTIVE BRAKE TECHNOLOGY	74/406,794	Jun/28/1993	1,906,661	Jul/18/1995	Intl: 28
REG	BLADE RUNNER	74/413,870	Jul/19/1993	1,856,618	Oct/04/1994	Intl: 9
REG	BLADE RUNNER	74/336,940	Dec/04/1992	1,831,432	Apr/19/1994	Intl: 28
REG	BLADE RUNNER	74/223,450	Nov/20/1991	1,883,670	Mar/14/1995	Intl: 28
REG	BLADEGEAR	75/033,758	Dec/18/1995	2,042,447	Mar/04/1997	Intl: 28
REG	BLADERUNNER	73/546,244	Jul/03/1985	1,381,577	Feb/04/1986	Intl: 28
REG	BLADESCHOOL	75/439,102	Feb/23/1998	2,234,120	Mar/23/1999	Intl: 41
REG	FUSION	74/614,560	Dec/23/1994	2,000,379	Sep/10/1996	Intl: 28
REG	LIGHTNING	73/706,018	Jan/19/1988	1,500,664	Aug/16/1988	Intl: 28
REG	MACROBLADE	73/776,819	Jan/26/1989	1,555,881	Sep/12/1989	Intl: 28
REG	R B & Design	75/265,880	Mar/28/1997	2,283,679	Oct/05/1999	Intl: 9
REG	R B & Design	75/265,888	Mar/28/1997	2,250,190	Jun/01/1999	Intl: 41
REG	ROLLERBLADE	74/479,051	Jan/14/1994	1,868,133	Dec/20/1994	Intl: 9
REG	ROLLERBLADE	75/255,979	Mar/12/1997	2,240,159	Apr/20/1999	Intl: 9
REG	ROLLERBLADE	73/769,144	Dec/09/1988	1,609,154	Aug/07/1990	Intl: 25*28
REG	ROLLERBLADE	74/628,925	Feb/02/1995	2,021,339	Dec/03/1996	Intl: 25
REG	ROLLERBLADE	73/491,507	Jul/25/1984	1,326,171	Mar/19/1985	Intl: 28
REG	ROLLERBLADE	74/479,031	Jan/14/1994	1,905,753	Jul/18/1995	Intl: 28
REG	ROLLERBLADE	74/511,360	Apr/11/1994	1,895,396	May/23/1995	Intl: 41
REG	ROLLERBLADE	75/741,559	Jun/30/1999	2,405,665	Nov/21/2000	Intl: 18
REG	ROLLERBLADE & Skate Design	74/674,267	Apr/15/1995	2,021,430	Dec/03/1996	Intl: 25
REG	SKATE IN SCHOOL	75/048,522	Jan/25/1996	2,072,819	Jun/17/1997	Intl: 41
REG	ROLLERBLADE & Skate Design	74/674,275	Apr/15/1995	2,072,402	Jun/17/1997	Intl: 18*28*9
REG	SKATE LOGO(SLANT)	75/037,163	Dec/26/1995	2,064,108	May/20/1997	Intl: 18
REG	SKATE LOGO(SLANT)	74/674,276	Apr/15/1995	2,021,431	Dec/03/1996	Intl: 25
REG	SKATE LOGO(SLANT)	74/674,268	Apr/15/1995	2,072,401	Jun/17/1997	Intl: 18*28*9
REG	VIABLADE	75/253,841	Mar/07/1997	2,279,743	Sep/21/1999	Intl: 28