

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

WELLS LAMONT CORPORATION

6640 West Touhy Avenue
Niles, Illinois 60714

- Individual Association
- General Partnership Limited Partnership
- Corporation-State
- Other _____

Citizenship (see Guidelines) Delaware

Execution Date(s) 11/22/2004 - 11/29/2004

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other License/Purchase Option Terms of Agreement

2. Name and address of receiving party(ies)

Name: SWANY AMERICA CORP

Internal Address: _____

Street Address: 115 Corporate Drive

City: Johnstown

State: New York

Country: United States Zip: 12095

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation- Citizenship New York
- Other _____ Citizenship _____

Additional Name(s) & address(es) attached? Yes No
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)

4. Application number(s) or patent number(s) and identification or description of the trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

962,089

1,841,901

Additional numbers attached? Yes No

C. Identification or Description of Trademark(s) (and Filing date if Application or registration is unknown):

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

Name: Ronald S. Kareken

Internal Address: _____

Street Address: 2000 HSBC Plaza

City: Rochester

State: New York Zip: 14604-2404

Phone Number: (585) 295-4440

Fax Number: (585) 325-5458

Email Address: rkareken@hiscockbarclay.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-3010

Authorized User Name Ronald S. Kareken

9. Signature :



December 17, 2004

Ronald S. Kareken, Esq.

Signature

Date

Total number of pages including cover sheet, attachments, and documents

8

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6985, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

WITNESSTH

This Agreement is dated as of November 1, 2004, and is made and entered into by and between **WELLS LAMONT CORPORATION**, a Delaware corporation having an address at 6640 West Touhy Avenue, Niles, Illinois 60714 (hereinafter referred to as "Licensor") and **SWANY AMERICA CORP.**, a New York corporation having an address at 115 Corporate Drive, Johnstown, New York 12095 (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the owner of the registered trademark **HOTFINGERS** and the other intellectual property rights as identified in this Agreement;

WHEREAS, Licensor and Licensee are parties to a license agreement effective September 12, 2000, and desire to supercede the September 12, 2000 license agreement with the terms and conditions of this Agreement as of the Effective Date of this Agreement (as hereinafter provided);

WHEREAS, by this Agreement Licensee desires to continue to produce, market and distribute snow sport gloves and related accessories under the trademark **HOTFINGERS**;

WHEREAS, Licensor desires to license the trademark **HOTFINGERS** to Licensee and provide to Licensee other assistance to support Licensee's efforts to produce sport gloves and other related outdoor clothing accessories, as provided by the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the aforementioned premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1**EFFECTIVE DATE**

The Effective Date of this Agreement is January 1, 2005.

ARTICLE 2**DEFINITIONS**

As used herein the following terms will be defined as indicated:

"Domain Names" means the URL www.hotfingers.com and www.hotfingersgloves.com.

"Licensed Design" means the "oval knuckle design" as used on **HOTFINGERS** brand gloves and as shown in Exhibit A of this Agreement.

"Licensed Products" means men's, women's, and children's snow sport gloves and related accessories and other similar or like snow sport glove styles.

"Licensed Technology" means all know-how, customer lists, supplier lists, sales organization information, data, processes, bills of materials, specifications, descriptions of manufacturing procedures, techniques, quality and inspection standards, engineering and manufacturing drawings, and other information owned or controlled by Licensor and relating to Licensed Products.

"Licensed Trademarks" means the trademark HOTFINGERS and registrations thereof, including but not limited to the registrations as set forth in Exhibit B of this Agreement. This term will not include the trademark "WELLS LAMONT," any trademark including the term "WELLS LAMONT" (i.e., "HOTFINGERS BY WELLS LAMONT") or any trademarks of Licensor other than HOTFINGERS or the Licensed Design not otherwise included in Exhibit B.

"Parties" refers to Licensor and Licensee jointly. "Party" refers to Licensor or Licensee individually.

ARTICLE 3

GRANT OF LICENSE

3.1 Subject to the terms and conditions of this Agreement, Licensor grants to Licensee for the Term of this Agreement:

- (i) An exclusive, non-transferable, worldwide right and license to use the Licensed Trademarks, Licensed Design, and Domain Names in connection with Licensed Products.
- (ii) An exclusive, except as to Licensor, non-transferable, worldwide right and license to use the Licensed Technology in connection with Licensed Products.

3.2 Licensee will not be entitled to sublicense or otherwise authorize anyone other than Licensee's parent corporation or other affiliates of the Licensee to use the Licensed Trademarks, Licensed Design, Licensed Technology or the Domain Name without the prior written consent of Licensor, which will not be unreasonably withheld.

ARTICLE 11

TERM

- 11.1 The term of this Agreement is perpetual, subject only to termination of the license granted under Article 3 as provided in Article 14.

ARTICLE 12

PURCHASE OPTION

- 12.1 Licensor hereby grants to Licensee the exclusive option to purchase all of Licensor's rights to the Licensed Trademarks, Licensed Design, Licensed Technology and Domain Names (the "Transferred Property") for a purchase price of \$1.00 plus the unpaid portion of the total royalty due under this Agreement. The Licensee may exercise its option by giving written notice to the Licensor at any time during the term of this Agreement, but not prior to January 1, 2008, except as provided in Section 14.2.
- 12.2 If the Licensee exercises its option to purchase the Transferred Property, the closing of the sale will be consummated on a date (the "Closing Date") mutually agreed to by the Licensee and the Licensor within 30 days after the Licensee gives notice of the exercise of the option as provided in Paragraph 12.1.
- 12.3 On the Closing Date:
- (i) the Licensee will pay to the Licensor a sum equal to the total of all royalties due under this Agreement that are unpaid as of the Closing Date, plus \$1.00;
 - (ii) the Licensor will execute and deliver to the Licensee an Assignment of the Licensed Trademarks, Licensed Design, Licensed Technology and Domain Names, substantially in the form attached to this License Agreement as Exhibit C, together with such other assignments, bills of sale or other documents as the Licensee reasonably requires in order to vest full ownership of the Transferred Property in the Licensee and to cause such ownership to be recorded in the relevant jurisdictions; and
 - (i) the Licensor will execute and deliver to the Licensee a certificate dated as of the Closing Date stating that the representations and warranties set forth in Article 16 of this License Agreement are true as of the Closing Date.

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be duly executed by their duly authorized representatives. The representatives who have signed on behalf of the Parties represent and warrant that they are duly authorized and entitled to sign on behalf of their respective Party.

WELLS LAMONT CORPORATION

SWANY AMERICA CORP.

By: Thomas J. Palzer

By: [Signature]

Name: THOMAS J. PALZER

Name: YEONG C. SON

Its: CFO

Its: PRESIDENT

Date: 11-22-04

Date: Nov 29, 2004

EXHIBIT A

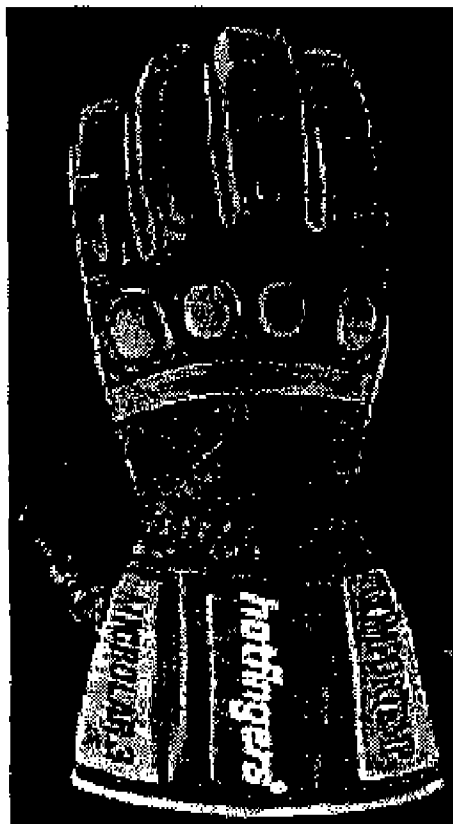


EXHIBIT B

| Country | Registration No. |
|---------------------------|-------------------------|
| Australia | 717064 |
| Benelux | 466628 |
| Canada | 254872 |
| China (People's Republic) | 3455189 (Appl. Number) |
| Denmark | 5073/1990 |
| Finland | 110698 |
| France | 137238 |
| Germany | 1189493 |
| Great Britain | A1385533 |
| Japan | 4695281 |
| Greece | 96299 |
| Iceland | 857/1989 |
| New Zealand | 266873 |
| Norway | 114809 |
| Serbia and Montenegro | 33968z598/89 |
| South Korea | 592479 |
| Sweden | 182227 |
| Switzerland | 372984 |
| USA | 962089 |
| USA | 1841901 |



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 OF COUNSEL

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 RKAREKEN@HISCOCKBARCLAY.COM
 ALSO ADMITTED IN: VIRGINIA AND
 DISTRICT OF COLUMBIA

FACSIMILE COVER SHEET

| | | | |
|-----------------------|---|-------------------|---|
| Date: | December 16, 2004 | Time: | No. of Pages Transmitted: 9 (Including this Cover Letter) |
| Name | Company / Location | Fax Number | Phone Number |
| Director of the USPTO | Mail Stop Assignment Recordation Services | (703) 306-5995 | |

Comments:

Please record the attached License/Purchase Option Terms of Agreement between Wells Lamont Corporation and Swany America Corp.

The Commissioner is hereby authorized to charge the recordation fee of \$ 65.00 for two properties and to charge any deficiencies or credit any excess payments to our Deposit Account No. 50-3010.

| | | |
|---------------------------|-----------------------------|---------------------------|
| Client/Matter Name | Client/Matter Number | Time Keeper Number |
| Swany | 3009631 | 3348 |

CONFIDENTIALITY NOTICE

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If you have a problem receiving, or if you do not receive all of the pages noted above please contact Judy Shears at (585) 295-4431.