

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DDCLAB, Ltd.		12/14/2004	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	New Balance Athletic Shoe, Inc.		
Street Address:	20 Guest Street		
Internal Address:	Att: John K. Withee		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02135		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2487500	DDC LAB	
Registration Number:	2642144	DDC LAB	
Serial Number:	76264337	DDC LAB	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner, Senior Paralegal		
Address Line 1:	Exchange Place, 53 State Street		
Address Line 2:	c/o Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Miriam J. Rovner		
Signature:	/Miriam J. Rovner/		

CH \$90.00 2487500

Date:

01/12/2005

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 14, 2004, is made by DDCLAB, Ltd., a New York corporation (the "Debtor"), in favor of New Balance Athletic Shoe, Inc., (the "Lender").

WHEREAS, the Debtor has entered into a Credit Agreement dated as of December 14, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lender. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Revolving Credit Advances under the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor and the other debtors parties thereto to the Lender dated as of December 14, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Lender a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(i) The Patents (as defined in the Security Agreement) including patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by such Debtor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) The Marks (as defined in the Security Agreement) including trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Lender from time to time);

(iii) The Copyrights (as defined in the Security Agreement) including copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Lender from time to time):

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, Copyrights, Confidential Proprietary Information, Trade Secrets and Licenses with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS NEXT]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DDCLAB, LTD.

By: 
Name: SAVANNA DANTES KALICK
Title: VICE PRESIDENT

Address for Notices:

185 5th Avenue, 2nd Floor

New York, NY 10010

SCHEDULE A
LIST OF PATENTS

None on the date hereof.

SCHEDULE B

LIST OF MARKS

U.S. Trademark Registration No. 2,487,500 (DDC LAB)

U.S. Trademark Registration No. 2,642,144 (DDC LAB & Design)

U.S. Trademark Application Serial No. 76/264,337 (DDC LAB & Design)

Any rights related to such Marks.

The aforementioned Marks were acquired by DDCLAB, Ltd. pursuant to the Assignment of Trademark dated December 10, 2004 by and between DDC USA, Inc. (as Assignor) and DDCLAB, Ltd. (as Assignee).

SCHEDULE C

LIST OF COPYRIGHTS

None on the date hereof.

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated [_____, 200_], is made by the person listed on the signature page hereof (the "Debtor") in favor of New Balance Athletic Shoe, Inc. (the "Lender").

WHEREAS, the Debtor has entered into a Credit Agreement dated as of December 14, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lender. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Revolving Credit Advances under the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor and the other debtors parties thereto to the Lender dated as of December 14, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Debtor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Debtor has executed and delivered that certain Intellectual Property Security Agreement made by the Debtor to the Lender dated December 14, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Debtor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Debtor to the Lender and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Debtor hereby acknowledges and confirms the grant of a security interest to the Lender under the Security Agreement and the IP Security Agreement in and to all of the Debtor's right, title and interest in and to the following (the "Additional Collateral"):

(i) The Patents (as defined in the Security Agreement) including patent applications and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) The Marks (as defined in the Security Agreement) including trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto;

(iii) The Copyrights (as defined in the Security Agreement) including copyright registrations and applications and copyright licenses set forth in Schedule C hereto;

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, Copyrights, Confidential Proprietary Information, Trade Secrets and Licenses, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule C, D and E to the Security Agreement and Schedule[s] A, B and C to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[NAME OF DEBTOR]

By: _____

Name:

Title:

Address for Notices:
