

R:15.04

12-17-2004

TRADEMARK



102906757

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

1. Name of conveying party(ies):
CLAE FOOTWEAR

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - California
 Other _____

Add'l name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: LAKAI, LTD.
 Street Address: 955 Francisco Street
 City: Torrance State: CA ZIP: 90502

Individual(s) citizenship _____
 Association _____
 Limited Partnership _____
 Corporation - California
 Other: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 1, 2004

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/305,361

Additional numbers attached? Yes No

B. Trademark Registration No.(s) 2,738,825

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Stanley W. Sokoloff, Esq.

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

Street Address: 12400 Wilshire Boulevard
Seventh Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: Fifteen (15)

7. Total fee (37 CFR 3.41)\$ 390.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666

DEC 15 AM 10:46
OPR/FINANCE

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.

Stanley W. Sokoloff, Esq.
 Name of Person Signing

Stanley W. Sokoloff
 Signature

December 7, 2004
 Date

Total number of pages including cover sheet, attachments, and document: 5

12/16/2004 5TON11 00000034 76305361

01 FC:8521 40.00 DF
02 FC:8522 350.00 DF

I hereby certify that the correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Trademarks, P.O. Box 1451, Alexandria, Virginia 22313-1451 on Dec. 7, 2004

Jay Michaels
 Signature

12/7/04
 Date

CLAE FOOTWEAR

PENDING APPLICATIONS

76/305,362
76/305,666
76/347,616
76/348,611
76/348,612
76/348,613
76/348,614
76/348,615
76/368,339
76/368,340

REGISTRATIONS

2,801,259
2,821,695
2,854,833

ASSIGNMENT

WHEREAS, CLAE FOOTWEAR, a California corporation, having a principal address at 955 Francisco Street, Torrance, California 90502 (hereinafter "Assignor"), is the owner of the pending United States applications and United States Registrations, as shown in Exhibit A hereto and Foreign applications and Foreign Registrations, as shown in Exhibit B hereto (hereinafter the "Marks") and as shown in the records of the U.S. Patent and Trademark Office and Foreign Trademark Offices; and

WHEREAS, LAKAL, LTD., a California corporation, having a principal address at 955 Francisco Street, Torrance, California 90502 (hereinafter "Assignee") is desirous of acquiring all rights, title and interest to the Marks; and

WHEREAS, the Assignor is willing to transfer and assign all of its rights, title and interest to the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of its rights, title and interests to the Marks, together with the goodwill of the business pertaining thereto and all resulting registrations and all common law rights thereto and including, but not limited to, the right to bring actions for past and future infringements of the Marks and the right to solely recover any damages, costs and settlements related to such infringements.

CLAE FOOTWEAR
(Assignor)

Date: December 1, 2004

By: 
Kevin Dunlap
President

EXHIBIT A

U.S. PENDING APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
CLAE	76/305,362	August 27, 2001
CLAE	76/305,361	August 27, 2001
CLAE	76/305,666	August 27, 2001
MISCELLANEOUS DESIGN (Logo)	76/348,615	December 12, 2001
MISCELLANEOUS DESIGN (Logo)	76/348,614	December 12, 2001
CLAE (STYLIZED)	76/348,613	December 12, 2001
CLAE (STYLIZED)	76/348,612	December 12, 2001
CLAE (STYLIZED)	76/348,611	December 12, 2001
MISCELLANEOUS DESIGN (Logo)	76/348,616	December 12, 2001
CLAE SEVEN	76/368,340	February 8, 2002
CLAE SEVEN	76/368,339	February 8, 2002

U.S. REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CLAE	2,738,825	July 15, 2003
MISCELLANEOUS DESIGN	2,801,259	December 30, 2003
CLAE SEVEN	2,854,833	June 15, 2004
CLAE (STYLIZED)	2,821,695	March 9, 2004

EXHIBIT B

FOREIGN PENDING APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
CLAE SEVEN (CTM – European Community)	00262769	March 19, 2002
CLAE (Canada)	1134764	March 19, 2002
CLAE (Columbia)	02033925	April 19, 2002

FOREIGN REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CLAE (Japan)	4,580,532	June 28, 2002
CLAE (CTM – European Community)	2,380,004	March 28, 2003
CLAE (Australia)	889268	April 12, 2002
CLAE SEVEN (Australia)	906,885	September 16, 2002
CLAE SEVEN (Japan)	4656519	March 20, 2003
CLAE (Chile)	651,497	December 9, 2002
CLAE (Hungary)	173879	January 9, 2003
CLAE (Switzerland)	500,658	July 4, 2002
CLAE (China-PRC)	3,177,320	August 28, 2003
CLAE (China-PRC)	3,177,319	October 7, 2003
CLAE (Hong Kong)	12295/2002	March 21, 2002
CLAE (Hong Kong)	12296/2002	March 21, 2002
CLAE (Mexico)	766301	October 31, 2002
CLAE (Mexico)	768378	November 14, 2002
CLAE (New Zealand)	654038	March 19, 2002
CLAE (New Zealand)	654039	March 19, 2002
CLAE (Panama)	122064 01	July 11, 2002
CLAE (Panama)	122065-01	July 11, 2002
CLAE (Taiwan – ROC)	01040884	April 16, 2003
CLAE (Taiwan – ROC)	01035443	March 1, 2003
CLAE (Norway)	217978	February 27, 2003
CLAE (Columbia)	266241	April 28, 2003