

3/21/05 [Signature]

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

03-31-2005



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

To the Honorable Commissioner of I

102970804 with attached original documents or copy thereof.

1. Name of conveying party(ies):

DIVINITY, INC.

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

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

2. Name and address of receiving party(ies)

Name: SALOMON S.A.

Internal Address:

Street Address: Siege Social de Metz-Tessy, Annecy Cedex 9 City: FRANCE State: Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State FRANCE 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 of 80% ownership Merger Security Agreement Change of Name Other

Execution Date: March 7, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,854,671

Additional number(s) attached Yes No

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

Name: Charles E. Baxley, Esq.

Internal Address: Suite 309

Street Address: 90 John Street

City: New York State: New York Zip: 10038

6. Total number of applications and registrations involved:

1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

02-1435

(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.

Charles E. Baxley, Esq.

Name of Person Signing

[Signature]

Signature

March 21, 2005

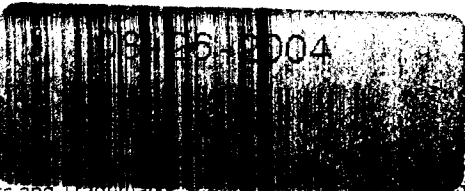
Date

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

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

ATTORNEY DOCKET: K 12707 B

TRADEMARK REEL: 003140 FRAME: 0473



To the Honorable Commissioner of Patents and Trademarks. Please refer to this original documents or copy thereof.

1. Name of conveying party(ies):

**DIVINITY, INC.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - **Alabama**
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment of **80% ownership**
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: **March 7, 2002**

2. Name and address of receiving party(ies)

Name: **\*SEE PAGE 2 APPENDED**

Internal Address: **HERETO AND MADE A**

Street Address: **PART HEREOF\***

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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

OFFICE OF  
FINANCE SECTION  
2004 MAR 11 PM 8:38

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**2,854,671**

Additional number(s) attached  Yes  No

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

Name: **Charles E. Baxley, Esq.**

Internal Address: **Suite 309**

Street Address: **90 John Street**

City: **New York** State: **New York** Zip: **10038**

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:

**02-1435**

(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.

**Charles E. Baxley, Esq.**

**August 19, 2004**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **1**

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

08/25/2004 ECOOPER 00000031 2854671

01 FC:8521

40.00 OP

ATTORNEY DOCKET: K 12707 B

**TRADEMARK**  
**REEL: 003140 FRAME: 0474**

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

**PAGE 2:**

**Name and address of receiving party**

**80% ownership of Registration and related goodwill:**

**Name** : **SALOMON S.A.**  
**Address** : **Siege Social de Metz-Tessy  
74996 Annecy Cedex 9  
FRANCE**  
**Corporation State** : **French corporation**

-----

**Remaining 20% ownership of Registration and related goodwill:**

**Name** : **DIVINITY, INC.**  
**Address** : **2516 Martin Road  
Birmingham, Alabama 35235**  
**Corporation State** : **Alabama corporation**

**SALOMON S.A. and DIVINITY, INC.  
are Co-Owners subject to a  
SPECIFIC BRAND CO-OWNERSHIP AGREEMENT DATED MARCH 7, 2002**

EXHIBIT D

COPIE

SPECIFIC BRAND CO-OWNERSHIP AGREEMENT

Between "SALOMON SA" a French company with Executive board and supervisory board whose registered office is at Metz-Tessy 74996 ANNECY cedex 9 - FRANCE registered under number B 325 820 751 on the Companies' Register represented by Emmanuel JOUMARD referred to hereafter as "SALOMON"

and "Doesn't taste like Chicken, Inc." a Californian company 230 E. Dyer Rd. Unit B Santa Ana, CA 92707 - USA hereafter "the COMPANY", represented by Shane COBURN, its President

collectively "the PARTIES".

In the Memorandum of Understanding, "MOU", to which the present agreement is appended, signed the same day, THE PARTIES have defined in Article 7 a), the ownership of the BRAND which will be jointly developed and supported by the parties as being owned 20% by ~~SHANE~~ and later by the COMPANY and 80% by SALOMON.

The present agreement defines the conditions of this co-ownership and specifically rules this co-ownership at the expiration of the PROJECT when one party decides to disengage from the PROJECT or at the normal end of the PROJECT.

Article 1

The BRAND is specific to the PROJECT and shall not be used by the PARTIES for another project or without any connection with the PROJECT, unless agreed differently by the Steering Committee in charge of the PROJECT.

Article 2 - Conditions in force during the PROJECT

Territory: The BRAND, in a form agreed by the Steering Committee, will be filed as Trademarks in all the countries where a business based on said BRAND will be developed, as agreed by the Steering Committee of the PROJECT.

Trademarks: The filings, prosecutions till registrations and later the defense of said registered Trademarks will be made by the Legal Department of SALOMON, no cost for the work made by SALOMON being supported by the COMPANY. Nevertheless, 20% of the fees and expenses invoiced to SALOMON by the trademarks attorneys in charge of the prosecution in the various countries will be paid by the COMPANY, this part of the costs corresponding to the COMPANY' s ownership. This payment will be made by deducting said costs from the payments due by SALOMON according to the MOU.

The COMPANY can decide not to own the BRAND in a specific country: then SALOMON will be the sole owner and no costs and fees for this country will be paid by the COMPANY.

One party can later decide to abandon its part of ownership in one country. Then, if the other party is interested, the one party will assign its part to the other which will pay for the incurred fees and costs already paid, and no further costs or expenses will be paid by the one party.

Handwritten signatures and initials.

**Article 3 - Conditions when one party decides to disengage from the PROJECT**

When one of the PARTIES decides to disengage from the PROJECT, but the other party decides to continue alone or with a new partner, the party disengaging agrees to assign to the other or to the new partner of the other all the Trademarks which will be requested to continue the project at a price which will be the sum of the costs incurred by the disengaging party.

The trademarks not requested will lapse at their normal expiration time, and the disengaging party agrees upon not using them in any other business.

**Article 4 - Conditions at the expiration of the PROJECT**

When the PARTIES, via the Steering Committee of the PROJECT commonly decide of the expiration of the PROJECT, and decide not to use the BRAND for a new joint project, then the Steering Committee will have to decide either:

- a) to no other possible use of the BRAND, or
- b) to other possible use by one or the other party, or
- c) to other possible use by a third party.

**Article 5 - No other possible use**

In this case the PARTIES will simply not use the BRAND any more and will let the registered Trademarks expire at their normal term.

**Article 6 - Other possible use by one of the PARTIES**

In this case the party who has a possible use of the BRAND will simply buy to the other all the Trademarks needed for its future use at the costs incurred by the one who has no interest in pursuing, as results from the books of SALOMON Legal Department.

**Article 7 - Other possible use by third party**

If the PARTIES agree that the created BRAND has gain value and can be used by a third party then the corresponding Trademarks will be offered for sale for a price agreed by the PARTIES and when sold, the PARTIES will share the price paid according to their shares in the ownership as defined above (20% - 80%).

If the PARTIES are unable to agree on such a price for sale of the BRAND, then they shall agree to name an expert and share the corresponding costs, the expert having as its task to define the selling price of the BRAND.

Date: 3/7/02

Read and understood

*Read and understood*

For the COMPANY  
Shane COBURN  
President

*[Signature]*

Read and understood

*Read and understood*

For SALOMON  
Emmanuel JOUMARD  
In line skates Business Unit Manager

*[Signature]*

**CONTRAT DE CESSION**

**DEED OF ASSIGNMENT**

Entre les soussignées :

**DIVINITY LLC**

Ayant son siège à 2516 Martin Road,  
Birmingham, AL 35235, USA

et

**DIVINITY, INC**

Ayant son siège à 2516 Martin Road,  
Birmingham, AL 35235, USA

il a été convenu ce qui suit :

DIVINITY LLC est titulaire des marques  
« XSJADO » suivantes en co-propriété  
avec SALOMON S.A. (société française):

Enregistrement français :

n° 02 3 184 930

Dépôt marque Communautaire :

n° 003103199

Dépôt marque américaine :

n° 76/456 820

et cède l'entière propriété de celles-ci à  
DIVINITY, INC , qui accepte.

Fait à San Diego, en 4 exemplaires,  
le 16 janvier 2004

Between the undersigned :

**DIVINITY LLC**

Having its main office at 2516 Martin  
Road, Birmingham, AL 35235, USA

And

**DIVINITY, INC.**

Having its main office at 2516 Martin  
Road, Birmingham, AL 35235, USA

It is hereby agreed as follows :

DIVINITY LLC is owner of the following  
trademark properties and related goodwill  
in co-ownership with SALOMON S.A.  
(France corporation) in the mark  
"XSJADO" :

French trademark registration :

n° 02 3 184 930

Community Trademark Application :

n° 003103199

American trademark application

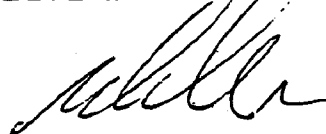
n°76/456 820

and assigns all these trademark  
properties to DIVINITY, INC. , who  
accepts.

Signed in San Diego in 4 copies,  
on January 16, 2003

Le cédant / the assignor

**DIVINITY LLC**

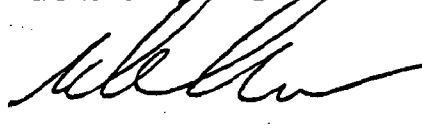


**Michael WILSON**

Directeur / Director

Le cessionnaire / the assignee

**DIVINITY, INC.**



**Michael WILSON**

Président / President

TRADEMARK

REEL: 003140 FRAME: 0478

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

-----X  
Assignor : DIVINITY LLC :  
Assignee : DIVINITY, INC. :  
Serial No. : 76/456,820 :  
Filed : October 3, 2002 :  
For : XSJADO :  
Class : 028 :  
-----X

ATTENTION: BOX - ASSIGNMENT DIVISION

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202 - 3513

Dear Sir:

**SUBSTITUTE POWER OF ATTORNEY**

Assignee, DIVINITY, INC. hereby appoints CHARLES E. BAXLEY, ESQUIRE, a  
Registered United States Attorney (Reg No. 20,149); JOSEPH T. MURRAY, Esquire and JAMES  
F. BAXLEY, Esquire, all members of the Bar of the States of New York of:

HART, BAXLEY, DANIELS & HOLTON  
90 John Street, Third Floor  
New York, N.Y. 10038

Tel: (212) 791-7200  
Fax: (212) 791-7276

its Attorneys to prosecute this Application to Register, with full powers of substitution and  
revocation, to transact all business in the United States Patent and Trademark Office in connection  
herewith and to receive the Certificate of Registration.

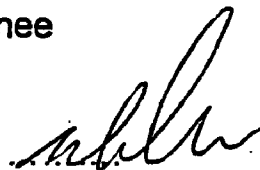
## DECLARATION

The undersigned, being warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 of the United States Code, and that such willful false statements may jeopardize the validity of the Application or any resulting Registration, declares that he is properly authorized to execute this Application; he believes himself to be the owner of the trademark sought to be registered; to the best of his knowledge and belief no other person, firm, corporation, or association has the right to use the above identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods and/or services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

DIVINITY, INC.

Assignee

By :



Michael Wilson

Title: President

Date: JANUARY 15, 2004

Post Office Address of Declarant : 2516 Martin Road  
Birmingham, AL 35235, USA



percent (80%) by Salomon S.A., a French corporation whose address is Siège Social de Metz-Tessy, 74996 Annecy Cedex 9, FRANCE and twenty percent (20%) by Divinity Inc., an Alabama corporation whose address is 2516 Martin Road, Birmingham, Alabama 35235.

On October 10, 2002 on Trademark Reel 002603 at Frames 0374 - 7 an ownership Agreement was recorded by the Assignment Division of the Patent and Trademark Office. In the Agreement under Article 7 it was agreed that the subject Trademark Registration and related goodwill were to be owned eighty percent (80%) by Salomon S.A. and twenty percent (20%) by Doesn't Taste Like Chicken, Inc. a California company whose address is 230 E. Dyer Road, Unit B, Santa Anna, California 92707. That Agreement had been executed on March 7, 2002. By a mistake at PTO, Doesn't Taste Like Chicken, Inc. was incorrectly recorded at PTO as the Assignee of the entire interest and the goodwill. Another copy of the Agreement is enclosed herewith to satisfy Section 323 of the Manual of Patent Examining Procedure.

Thereafter on January 6, 2004 Doesn't Taste Like Chicken, Inc. assigned all of its twenty percent (20%) ownership of the Trademark and related goodwill to Divinity LLC, a California limited liability company having an address at 2516 Martin Road, Birmingham, Alabama 35235. That Deed of Assignment was recorded on January 6, 2004 by the Assignment Division of PTO on Trademark Reel 002904 at Frames 0517 - 20.

Moving on to February 2, 2004 an Assignment from Divinity LLC was recorded to Divinity, Inc., an Alabama corporation by the Assignment Division on Trademark Reel 002908 at

Frames 0572 - 4. That Assignment was dated January 16, 2004. Divinity, Inc. is an Alabama corporation whose address also is 2516 Martin Road, Birmingham, Alabama 35235.

Ownership of the Registration and related goodwill has remained eighty percent (80%) in Salomon S.A. and twenty percent (20%) in turn in Doesn't Taste Like Chicken, Inc., then Divinity LLC and now Divinity, Inc. in that order. Stated differently Divinity, Inc. now owns only the same twenty percent (20%) that its predecessor in title had owned of Registration 2,854,671 XSJADO in International Class 028 for sporting and gymnastic goods, namely rollers for in-line skates and in-line skates in Class 028 of the Principal Register maintained by PTO.

The undersigned Attorney has on record at the Assignment Division of PTO a Power of Attorney in his favor from each of the parties in respect of said Registration 2,854,671. No right, title or interest in the Trademark is here being conveyed or recorded. Only correction of PTO's records hereon is being sought.

The owners of the Registration and related goodwill should be listed by the Assignment Division as eighty percent (80%) Salomon S.A./twenty percent (20%) Divinity, Inc. If

only one name is to be listed it should be that of Salomon S.A.

DIVINITY, INC.

By: *Charles E. Baxley*

---

CHARLES E. BAXLEY  
Attorney of Record  
USPTO Reg. 20,149  
90 John Street - 3<sup>rd</sup> Floor  
New York, New York 10038  
Telephone (212) 791-7200  
Facsimile (212) 791-7276  
E-mail [ceb@hartbaxley.com](mailto:ceb@hartbaxley.com)

CEB:lcr/K 12707 B

Enclosures: Copy of ownership Agreement;  
Copy of Power of Attorney

**POWER OF ATTORNEY**

Applicants hereby appoint CHARLES E. BAXLEY, ESQUIRE a Registered United States Patent Attorney (USPTO Reg. 20,149) and JOSEPH T. MURRAY, ESQUIRE, each being a member of the bar of the State of New-York having an address at :

HART, BAXLEY, DANIELS, & HOLTON

59, John Street – Fith Floor

New-York, New-York 10038

Tel. (212) 791-7200

Fax. (212) 791-7276

As their Attorneys to prosecute this Application to register, with full powers of substitution, to transact all business in the United States Patent and Trademak Office in connection herewith and to receive the Certificate of Registration.

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Applicants hereby designate CHARLES E. BAXLEY, ESQUIRE and JOSEPH T. MURRAY, ESQUIRE of Hart, Baxley, Daniels & Holton, whose postal address is set forth above, as their Domestic Representatives upon whom notices and/or processes may be serves in proceeding affecting this trademark.

## DECLARATION

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18U.S.C. 1001, and that such willful false statements may jeopardize validity of the Application or any resulting Registration, declare that they are properly authorized to execute this Application on behalf of the Applicants, they believe the Applicants to be the owners of the trademark sought to be registered, or if the Application is being filed under 15 U.S.C. 1051 (b), they believe Applicants to be entitled to use such mark in commerce; to the best of their knowledge and belief no other person, firm, corporation or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when confused on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of their own knowledge are true; and all statements made on information belief are believed to be true.

**SALOMON S.A.** (French corporation)

Applicant

By : 

Name : **Jean-Luc DIARD**

Title : Chief executive Officer

Date : August 23, 2002

Post Office Address of the Declarants :

Siège social de Metz-Tessy

74996 ANNECY CEDEX 9

France