

06-19-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORDATION 103259878
TRADEMARKS ONLY

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

6/15/06

1. Name of conveying party(ies):

Whitechapel Holdings Societe Anonyme

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Foreign Corporation - Luxembourg
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 1, 1998

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Winning Group North America LLC

Internal

Address: _____

Street Address: 1295 Prospect

City: La Jolla

State: California

Country: USA Zip: 92037

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

75/292,003

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

WINNING (Stylized) Filed May 14, 1997

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

Name: Thomas M. Onda

Internal Address: _____

Street Address: 1155 Battery Street

City: San Francisco

State: CA Zip: 94111

Phone Number: 415-501-2373

Fax Number: 415-501-7650

Email Address: tonda@levi.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 4085
Expiration Date 12/06

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Thomas M. Onda
Signature

April 28, 2006
Date

Thomas M. Onda
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECEIVED
MAY 15 2006
RECORDATION
40.00
00000039 75292003
06/16/2006 NJP/MAL
01 FC:0321

TRADEMARK
REEL: 003354 FRAME: 0833

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made as of January 1, 1998, by and from WHITECHAPEL HOLDINGS, SOCIÉTÉ ANONYME, a corporation organized under the laws of the state of Luxembourg ("Grantor"), to WINNING GROUP NORTH AMERICA, LLC, a California limited liability company ("Grantee").

RECITALS:

WHEREAS, Grantor and La Jolla Holding Group, LLC, a California limited liability company ("LJHG"), entered into that certain Amended and Restated Contribution and Purchase Agreement dated as of March 31, 1997 (as amended, supplemented or modified from time to time, the "Contribution Agreement") pursuant to which, inter alia, Grantor and LJHG agreed to organize Grantee and to operate and manage said company for the purpose of publishing the English (American) language version of *Winning Magazine* in North America;

WHEREAS, it is contemplated by the Contribution Agreement that Grantor would assign to Grantee that portion of its right, title and interest in the trademark *Winning* for the region of North America;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

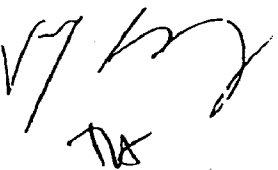
1. Assignment.

a. *Grant.* Grantor hereby assigns and transfers to Grantee, pursuant and subject to the terms and conditions hereof and of the Contribution Agreement, all its right, title and interest, now existing or hereafter acquired, in and to the trademark *Winning* for the region of North America only, together with the goodwill of the business in connection with which the trademark *Winning* is used in connection with the publication of the English (American) language version of *Winning Magazine* in North America (the "Trademark").

b. *Reservation.* Grantee shall have the right to use the Trademark only for and in connection with the publication of the English (American) language version of *Winning Magazine* in and throughout North America and for its distribution, dissemination and sale throughout North America and in those parts of the rest of the world in which it has heretofore been sold. Grantee acknowledges and agrees that all other rights associated with the Trademark are hereby reserved by, and shall remain the property of, Grantor.

c. *Modifications.* Grantee agrees that the Trademark shall not be altered, enhanced, amended or otherwise modified without the prior written consent of Grantor.

d. *Transfers.* Under no circumstances shall Grantee sell, license or otherwise transfer to a third party the Trademark, in whole or in part, without the prior written consent of Grantor.

Handwritten signature and initials, possibly 'VJ' and 'TA', in the bottom left corner of the page.

c. Taxes and Expenses. Subject to the terms of the Contribution Agreement, Grantee shall, in addition to any other amounts payable under this Assignment, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Assignment and shall pay all expenses associated with the use of the Trademark from and after the date hereof.

2. Confidential Information. Grantee agrees that in connection with the assignment of the Trademark granted herein, Grantee shall be or has been given access to or has been furnished with proprietary information, including trade secrets, know-how and confidential information, that is the exclusive property of Grantor. Grantee and its employees and agents shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make available this proprietary information to any third party nor shall it make use of such proprietary information.

3. No Consequential Damages. Grantor hereby does not make and hereby disclaims any and all warranty of title, merchantability, fitness for a particular purpose and each and every other kind of warranty of any kind, express or implied, and Grantor shall not be liable to Grantee for indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Assignment or resulting from Grantee's use or inability to use the Trademark, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Grantor has been notified of the possibility of such damages. Notwithstanding the foregoing, any warranties and indemnities pertaining or relating to the Trademark given or made by Grantor in favor of Grantee or others in the Contribution Agreement shall survive the execution of this Assignment and shall continue in full force and effect.

4. Limitation on Recovery. Under no circumstances shall the liability of Grantor to Grantee exceed the amounts paid by Grantee to Grantor under or in connection with this Assignment.

5. Assignment for Trademark Application or Registration. The parties agree to execute and deliver a short form or memorandum assignment of the Trademark for purposes of applying for registration and/or registration, as appropriate, of the Trademark with the United States Patent and Trademark Office.

6. General Provisions.

a. Complete Agreement. Except as otherwise set forth herein, the parties agree that the Contribution Agreement and this Assignment constitute the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof, and that they supersede and merge all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Assignment.

b. *Amendment.* This Assignment may not be modified, altered or amended except by a written instrument duly executed by both parties.

c. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Assignment shall not be deemed a waiver of any further right under this Assignment.

d. *Severability.* If any provision of this Assignment is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Assignment shall be valid and enforceable to the maximum extent possible.

e. *Governing Law.* This Assignment and performance hereunder shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Assignment as of the day and year first above written.

GRANTOR:

WHITECHAPEL HOLDINGS,
SOCIÉTÉ ANONYME

By: B. VULFS
DIRECTOR

By: TH. BAUN
DIRECTOR

GRANTEE:

WINNING GROUP NORTH AMERICA, LLC

By: Tony Howard
CFO

Its: _____