

O:DANIEL J. MCKINNON COMPANY:20 GUEST STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**03/18/2009
 900129607**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VITAL APPAREL GROUP, INC.		12/07/2007	CORPORATION: NEW YORK
VITAL ACCESSORIES, INC.		12/07/2007	CORPORATION: NEW YORK
VITAL PERFORMANCE, LLC		12/07/2007	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	NEW BALANCE ATHLETIC SHOE, INC.
Street Address:	20 Guest Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02135
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	73522190	NEW ZEALAND SPLITS
Serial Number:	72208150	
Serial Number:	75436598	UNDERSTAT
Serial Number:	76190556	SHIMLET
Serial Number:	76416894	HYDRASUEDE
Serial Number:	76431450	MICROVENT
Serial Number:	76431531	HYDROTWILL
Serial Number:	76470861	INSPORT
Serial Number:	76470862	
Serial Number:	76128953	CROSSPEDITION
Serial Number:	78695327	XODUS SILVERWEAR
Serial Number:	78635578	XODUS

CH \$565.00 73522190

O:DANIEL J. MCKINNON COMPANY:20 GUEST STREET

Serial Number:	78635353	WORLD SOCCER WINNING ELEVEN
Serial Number:	78493099	VITAL
Serial Number:	78493234	VITAL
Serial Number:	78643314	VITAL
Serial Number:	78517179	VITAL GEAR
Serial Number:	78521007	VITAL GEAR
Serial Number:	76153948	ESSENTIAL GEAR
Serial Number:	73654065	VITAL
Serial Number:	78747787	FOLLOW NO ONE
Serial Number:	78827929	X

CORRESPONDENCE DATA

Fax Number: (617)787-9355
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617797623
 Email: daniel.mckinnon@newbalance.com
 Correspondent Name: Daniel J. McKinnon
 Address Line 1: 20 Guest Street
 Address Line 4: Boston, MASSACHUSETTS 02135

ATTORNEY DOCKET NUMBER:	VIT08
NAME OF SUBMITTER:	Daniel J. McKinnon
Signature:	/daniel.j.mckinnon/
Date:	03/18/2009

Total Attachments: 9
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ASSIGNMENT OF PATENTS & TRADEMARKS

This Assignment of Patents & Trademarks (the "Assignment"), dated as of December 7, 2007, is by and among Vital Apparel Group, Inc., a New York corporation having a principal place of business at 7 Norden Lane, Huntington Lane, Huntington Station, NY 11746 ("Vital Apparel"), Vital Accessories, Inc., a New York corporation having a principal place of business at 7 Norden Lane, Huntington Lane, Huntington Station, NY 11746 ("Accessories Subsidiary"), Vital Performance, LLC, a New York limited liability company having a principal place of business at 7 Norden Lane, Huntington Lane, Huntington Station, NY 11746 ("Performance Subsidiary"; each of Vital Apparel, Accessories Subsidiary and Performance Subsidiary, a "Seller" and collectively, the "Sellers"), and New Balance Athletic Shoe, Inc., a Massachusetts corporation having a principal place of business at 20 Guest Street, Boston, Massachusetts 02134 ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Buyer acquired from Sellers various intellectual property rights in connection with the purchase of substantially all the assets of Sellers pursuant to that certain Asset Purchase Agreement of even date by and among Buyer, each Seller, and the selling Stockholders listed on the signature page thereto (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers are conveying to Buyer certain Patents, Marks, Copyrights, Trade Secrets and any goodwill, franchises, licenses, permits, consents, approvals, and claims of infringement against third parties related thereto (the "Intellectual Property Assets"); and

WHEREAS, this Assignment is made subject to the terms, conditions, representations, warranties, and agreements contained in the Asset Purchase Agreement, which Asset Purchase Agreement provisions are incorporated herein and shall supersede any inconsistent provisions of this Assignment.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Sellers do hereby sell, assign, transfer, set over and deliver to Buyer, their entire right, title and interest in and to the Patents identified in the attached Schedule A, together with the technology and know-how embodied therein, the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with income, royalties or payments due on or after the date hereof, and all claims for damages or payments by reason of infringement or unauthorized use of the Patents, along with the right to sue for past infringements and collect same for Buyer's sole use and enjoyment.

2. Sellers do hereby sell, assign, transfer and set over and deliver to Buyer all right, title, and interest in and to the Trademarks identified in the attached Schedule B, together with the goodwill symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives. Sellers do also hereby assign, sell, transfer and set over unto Buyer all income, royalties or payments due on or after the date

hereof, and claims for damages for reason of past infringement of the Trademarks, as well as the right to sue for past infringements and collect the same for Buyer's sole use and enjoyment.

3. Sellers further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record letters patent, trademark registrations, applications and title thereto, to record the Patents and the Trademarks and title thereto as the property of Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, by their duly authorized representatives, have executed this Assignment as a sealed instrument as of the date first above written.

BUYER:

NEW BALANCE ATHLETIC SHOE, INC.

By: John K. Withee
Name: John K. Withee
Title: Executive Vice President

SELLERS:

VITAL APPAREL GROUP, INC.

By: _____
Name: _____
Title: _____

VITAL ACCESSORIES, INC.

By: _____
Name: _____
Title: _____

VITAL PERFORMANCE, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State/Commonwealth of Massachusetts)
County of Suffolk) ss.

On this 6th day of December, 2007 before me Suzanne Murray (name of notary), the undersigned notary public, personally appeared John K. Withee proved to me through satisfactory evidence of identification, which were his license, to be the person whose name is signed on the preceding or attached document, and being duly sworn, acknowledged to me that he signed it voluntarily for its stated purpose and that he as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by himself as an officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Suzanne Murray
(Official signature of Notary)

(NOTARY SEAL)

My Commission Expires: April 11, 2008

IN WITNESS WHEREOF, the undersigned, by their duly authorized representatives, have executed this Assignment as a sealed instrument as of the date first above written.

BUYER:

NEW BALANCE ATHLETIC SHOE, INC.

By: _____
Name:
Title:

SELLERS:

VITAL APPAREL GROUP, INC.

By: [Signature]
Name: Kerry Kligerman
Title: pres

VITAL ACCESSORIES, INC.

By: [Signature]
Name: Kerry Kligerman
Title: pres

VITAL PERFORMANCE, LLC

By: [Signature]
Name: Kerry Kligerman
Title: pres

ACKNOWLEDGMENT

State/Commonwealth of New York)
County of New York) ss.

On this 7 day of December, 2007 before me Benedict Jackson (name of notary), the undersigned notary public, personally appeared Kerry Kligerman proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and being duly sworn, acknowledged to me that he signed it voluntarily for its stated purpose and that he as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by himself as an officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

BENEDICT R. JACKSON
Notary Public, State of New York
No. 01JA6130327
Qualified in Kings County
Commission Expires July 18, 2024

(NOTARY SEAL)

[Signature]
(Official signature of Notary)

My Commission Expires: _____

Schedule A
To
Assignment of Patents & Trademarks

Patents

Schedule A

Patent	Class	Registration # / Application #	Owner
Sleeve Scrunch	2/125	US6,272,691	Vital Accessories, Inc.
Ultimate Spirit Scrunch	132/275	D480,510	Vital Accessories, Inc.

Schedule B
To
Assignment of Patents & Trademarks

Trademarks

Schedule B

Trademark	Class	Registration # / Application #	Owner
NEW ZEALAND SPLITS	25	73/522,190	Vital Performance LLC
FOLLOW NO ONE	25	72/208,150	Vital Performance LLC
UNDERSTAT	25	75/436,598	Vital Performance LLC.
SHIMLET	25	76/190,556	Vital Performance LLC
HYDRASUEDE	25	76/416,894	Vital Performance LLC
MICROVENT	25	76/431,450	Vital Performance LLC
HYDROTWILL	25	76/431,531	Vital Performance LLC
INSPORT (Words Only)	25	76/470,861	Vital Performance LLC
I WITH WINGS (Design Only)	25	76/470,862	Vital Performance LLC
CROSSPEDITION	25	76/128,953	Vital Performance LLC
XODUS SILVERWEAR	25	78/695,327	Vital Performance LLC
XODUS	16, 25	78/635,578	Vital Performance LLC
XODUS	25	78/635,353	Vital Performance LLC
VITAL	25	78/493,099	Vital Apparel Group, Inc.
VITAL	25	78/493,234	Vital Apparel Group, Inc.
VITAL	26,24,18	78/643,314	Vital Apparel Group, Inc.
VITAL GEAR	25	78/517,179	Vital Apparel Group, Inc.
VITAL GEAR	25	78/521,007	Vital Apparel Group, Inc.
ESSENTIAL GEAR	25	76/153,948	Vital Apparel Group, Inc.
VITAL	25	73/654,065	Vital Apparel Group, Inc.

Trademark/Patent Name	Class	Registration # / Application #	Owner
FOLLOW NO ONE	Dead	78/747,787	Vital Performance LLC
U.S. "Design" Registration	25	78/827,929	Vital Performance LLC
CANADA			
HYDRASUEDE	25	TMA465,214	Vital Performance LLC
PROMESH	25	TMA468,282	Vital Performance LLC
FRANCE			
INSPORT and Design	25	1,590,301	Vital Performance LLC
INSPORT and Design	25	02/3169088	Vital Performance LLC
GERMANY			
INSPORT and Design	25	397 57 525	Vital Performance LLC
HONG KONG			
INSPORT and Design	25	B1437/1999	Vital Performance LLC
JAPAN			
INSPORT and Design	25	2,322,187	Vital Performance LLC
SWITZERLAND	25		
INSPORT and Design	25	451,224	Vital Performance LLC.
OPPOSITION TO CHINA APPLICATION FOR INSPORT			
INSPORT	25	3216420 Shanghai Fulande Economic Consulting Company	Vital Performance LLC