

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE (Exclusive Sublicense)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diadora America, Inc.		07/01/2007	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	ACI International
Street Address:	844 Moraga Drive
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3063249	
Registration Number:	2751758	DIADORA PASSIONE ITALIANA
Registration Number:	2389998	DA2
Registration Number:	1773666	DURATECH
Registration Number:	1305898	DIADORA
Registration Number:	1122844	DIADORA
Registration Number:	1313513	
Registration Number:	1324537	
Registration Number:	1810843	UNI-TONGUE
Registration Number:	2058069	DIADORA

CORRESPONDENCE DATA

Fax Number: (310)586-0281
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (310) 586-7700

CH \$265.00 3063249

Email: simpsonk@gtlaw.com
Correspondent Name: Greenberg Traurig LLP
Address Line 1: 2450 Colorado Avenue
Address Line 2: Suite 400E
Address Line 4: Santa Monica, CALIFORNIA 90404

ATTORNEY DOCKET NUMBER:	053221-020000
NAME OF SUBMITTER:	Louis J. Bovasso
Signature:	/louis j. bovasso/
Date:	06/29/2009

Total Attachments: 4
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source=license-abstract#page2.tif
source=license-abstract#page3.tif
source=license-abstract#page4.tif

ABSTRACT OF LICENSE AGREEMENT

On July 1, 2007, Diadora America, Inc. ("Licensor") and ACI International, a California corporation ("Licensee"), entered into a License Agreement dated as of July 1, 2007 (the "License Agreement") relating to the U.S. registered trademarks listed on Schedule 1, attached hereto and incorporated herein by this reference (collectively, the "Licensed Marks").

Pursuant to the License Agreement, Licensor, as the exclusive licensee in the "Territory" (as defined below) of the Licensed Marks, having obtained its license from Diadora Invicta, S.p.A. (also known as Diadora S.p.A.), an Italian corporation and the owner of the Licensed Marks and Licensor's parent, granted to Licensee an exclusive license in the Territory for merchandising, promotion, advertising, sale and distribution of "Licensed Products" (as defined below), and a non-exclusive license to use the Licensed Marks in connection with the manufacture worldwide, in each case subject to the terms of the License Agreement.

This Abstract is only a summary and is not intended to cover all of the terms of the License Agreement. This Abstract is qualified in its entirety by the License Agreement and all exhibits and schedules thereto.

TERMS AND CONDITIONS OF AGREEMENT

In consideration of the premises and the mutual covenants set forth in the Agreement, Licensor and Licensee agreed as follows:

1. License Grant. During the Term, Licensor grants to Licensee the right to use the Licensed Marks: (i) on a non-exclusive basis, to manufacture and have manufactured worldwide the Licensed Products; and (ii) on an exclusive basis, in connection with the advertising, merchandising, promotion, publicity, sale and distribution of the Licensed Products in the Territory. Licensed Products shall only be sold by Licensee to or through Authorized Distribution Channels for resale in the Territory. A sale of the Licensed Products by a factory directly to one of Licensee's customers in the Authorized Distribution Channels pursuant to an order obtained by Licensee will be deemed to be a permitted transaction provided that the Licensed Products are to be resold to consumers in the Territory (even though title to the Licensed Products will pass outside the Territory).

(a) Notwithstanding the exclusive right granted to Licensee under the Agreement to use the Licensed Marks in connection with the advertising, merchandising, promotion, publicity, sale and distribution of the Licensed Products in the Territory, Licensor retains the limited right to directly sell itself only the following footwear bearing the Licensed Marks:

- i) Footwear consisting of only those exact footwear styles (and no other footwear styles) identified on Exhibit 1(a) to the Agreement and in the same materials shown (subject only to future color variations) and which is sold solely to those customers listed on Schedule 1(a) to the Agreement (and to no other customers); and
- ii) Footwear that is sold under the Diadora sub-brand "*D.Lux*" solely through its sales agent Michael Burns to up-scale / high end department stores and to boutique retailers with a retail price of not less than one hundred dollars (\$100) per pair.

Such restricted retained rights by Licensor to sell Licensed Products is expressly limited as expressly provided in the Agreement and is personal to Licensor and may not be assigned or sublicensed to any other person.

(b) Licensor represents, as of the date of the Agreement, and warrants, during the Term thereof, that:

i) Licensor owns or has the right and shall maintain the right to grant to Licensee the rights granted Licensee in the Agreement including the right to use the Licensed Marks as provided therein;

ii) Licensor has and shall maintain all rights, registrations, applications and filings with respect to the Licensed Marks in the Territory applicable to the Agreement including all necessary renewals and extensions of any such registrations, applications and filings; and

iii) Licensee shall have the right to exercise the rights granted in the Agreement without the interference of any other party and in quiet enjoyment.

2. Option to Renew. So long as Licensee is not in breach of the Agreement, Licensee shall have the following rights to renew the Agreement:

(a) If, during the initial term of the Agreement, the earned royalties thereunder equal or exceed [a specified amount], Licensee shall have the right to renew and extend the Agreement for an additional five (5) years through December 31, 2017.

(b) If, during the first five (5) year renewal term of the Agreement, the earned royalties hereunder equal or exceed [a specified amount], Licensee shall have the right to renew and extend the Agreement for an additional five (5) years through December 31, 2022.

(c) If, during the second five (5) year renewal term of the Agreement, the earned royalties hereunder equal or exceed [a specified amount], Licensee shall have the right to renew and extend the Agreement for an additional five (5) years through December 31, 2027.

3. Definitions. The following definitions as used in the Agreement shall have the meanings hereinafter set forth:

(a) The term "Authorized Distribution Channels" shall mean and include mid-tier retailers (such as Sears, Mervyns, J.C. Penny's), sporting goods retailers and specialty retailers (such as Finish Line, Big 5, Sport Authority), military purchasing agencies for resale in post, base or ship exchanges, Costco, and with respect to close-outs and excess inventory: off-price retailers (such as T.J. Maxx, Ross, *etc.* but not including any mass merchandising retailers such Target, Wal-Mart and K-Mart).

(b) The term "Licensed Marks" shall mean and include those trademarks and logos set forth on [Schedule 1 to this Abstract] together with all marks and logos that are used on footwear, apparel and sporting goods and are associated with the *Diadora*® brand.

(c) The term "Licensed Products" shall mean all Merchandise that is approved by Licensor and sold or promoted by Licensee under the Licensed Marks.

(d) The word "Merchandise" shall mean all footwear excluding cleated footwear.

(e) The term "Sell-Off Period" shall mean the six (6) month period following the termination or expiration of the Agreement.

(f) The word "Term" shall mean the period from the date hereof through the earlier of any termination of this Agreement (as provided herein) or December 31, 2012 (plus any extensions thereof plus the Sell-Off Period).

(g) The term "Territory" shall mean and include the United States of America its territories, possessions and military exchanges.

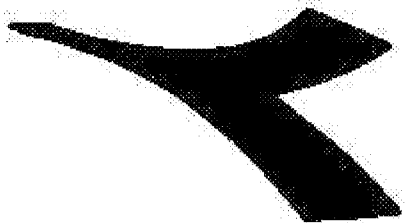
Schedule 1

LICENSED MARKS

Trademark

*U.S. Appl. No.

U.S. Registration No.



78/578,209

3,063,249

DIADORA PASSIONE ITALIANA



76/201,402

2,751,758



75/851,633

2,389,998

DURATECH

74/124,962

1,773,666



73/408,340

1,305,898

73/117,926

1,122,844

Word Mark DIADORA

Trademark

*U.S. Appl. No.

U.S. Registration No.



73/118,042

1,313,513



73/408,354

1,324,537

UNI-TONGUE

74/303,848

1,810,843



74/670,537

2,058,069