

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reebok International Ltd.		01/04/2010	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Collective Brands Cooperatief U.A.		
Street Address:	Locatellikade 1, (1076 AZ)		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77887712	ABOVE THE RIM HOOPWEAR	
Serial Number:	77880669	ABOVE THE RIM	
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-542-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Debra S. Serota, Fish & Richardson P.C.		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	23669-0010001.E		
DOMESTIC REPRESENTATIVE			
Name:	Debra S. Serota, Fish & Richardson P.C.		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		

CH \$65.00 77887712

TRADEMARK

NAME OF SUBMITTER:	Debra S Serota
Signature:	/debra s serota/
Date:	08/10/2010
Total Attachments: 5 source=REEBOKASSIGNMENT#page1.tif source=REEBOKASSIGNMENT#page2.tif source=REEBOKASSIGNMENT#page3.tif source=REEBOKASSIGNMENT#page4.tif source=REEBOKASSIGNMENT#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of January 4, 2010 (the "Effective Date"), is made by and between REEBOK INTERNATIONAL LTD ("Assignor") and Collective Brands Cooperatief U.A. ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks and the corresponding United States trademark registrations and applications identified on Exhibit A, together with the goodwill of the business associated therewith or symbolized thereby (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Trademark Assignment and License Agreement, dated as of, January 4, 2010 (the "Agreement"), pursuant to which Assignor assigned certain intellectual property, including the Trademarks, to Assignee;

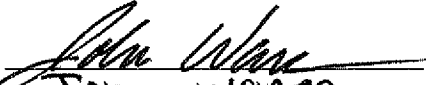
NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee any and all right, title and interest in and to the Trademarks, the corresponding applications and/or registrations for the Trademarks, the right to recover for past infringement of the Trademarks, the goodwill associated with the Trademarks, and including, for any applications for the Trademarks filed under Section 1(b) of the Trademark Act for which no amendment under Section 1(c) of the Trademark Act or no verified statement of use under Section 1(d) of the Trademark Act has been filed, that portion of the ongoing and existing business to which such Trademarks pertain.
2. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the United States Patent and Trademark Office. The assignment granted herein has been granted pursuant to the Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control.
3. Cooperation. The parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof.
4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

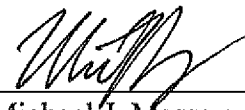
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IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

REEBOK INTERNATIONAL LTD.

By: 
Name: John Warren
Title: CEO

Collective Brands Cooperatief U.A.

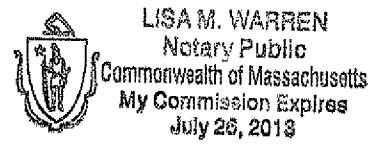
By: 
Name: Michael J. Massey
Title: Authorized Representative

STATE OF Massachusetts
COUNTY OF Norfolk) ss.:

On this 19 day of April, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared John Warren, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of REEBOK INTERNATIONAL LTD., a Massachusetts Corporation, as the CFO of such company, and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

(Affix Seal Below)

Lisa M. Warren
Notary Public



STATE OF KANSAS)
) ss.:
COUNTY OF SHAWNEE)

On this 9th day of April, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared Michael J. Massey, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of COLLECTIVE BRANDS COOPERATIEF U.A, a Netherlands Company, as the authorized representative of such company, and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

(Affix Seal Below)



Notary Public

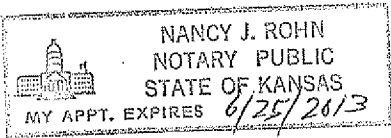



Exhibit A

Mark	Jurisdiction	Registration /Application No.	Issue/Filing Date
	United States	App. No. 77/887,712	12/07/2009
ABOVE THE RIM	United States	App. No. 77/880,669	11/25/2009