

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reebok International Ltd.		04/08/2011	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sports Licensed Division of the adidas Group, LLC		
<b>Street Address:</b>	1895 J.W. Foster Boulevard		
<b>City:</b>	Canton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02021		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2836695	MITCHELL & NESS	
Registration Number:	2845049	MITCHELL & NESS	
Registration Number:	2860284	MITCHELL & NESS	
Registration Number:	2860283	MITCHELL & NESS	
Registration Number:	2836694	MITCHELL & NESS	
Registration Number:	2955065	TRADE MARK MITCHELL & NESS	
Registration Number:	2961371	DEFINING AUTHENTIC	
Registration Number:	2961374	DEFINING AUTHENTIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(845)359-7798		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8453597700		
<b>Email:</b>	nmpc@notaromichalos.com		
<b>Correspondent Name:</b>	Notaro, Michalos & Zaccaria P.C.		

OP \$215.00 2836695

Address Line 1: 100 Dutch Hill Road  
Address Line 4: Orangeburg, NEW YORK 10962

ATTORNEY DOCKET NUMBER: J1142-001

NAME OF SUBMITTER: Angelo Notaro

Signature: /Angelo Notaro/

Date: 04/15/2011

Total Attachments: 3  
source=J1142-001-Asgn#page1.tif  
source=J1142-001-Asgn#page2.tif  
source=J1142-001-Asgn#page3.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made and entered into as of April 8, 2011, by and between Reebok International Ltd. ("Reebok"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts ("Assignor") and Sports Licensed Division of the adidas Group, LLC, a limited liability company organized and existing under the law of the State of Delaware ("Assignee"). Assignor and Assignee are referred to collectively as the "Parties".

WHEREAS, Assignor has assigned to Assignee all rights, title, and interests in and to the trademark MITCHELL & NESS and all related trademarks, logos, and devices, including without limitation the trademark registrations and/or applications listed on Schedule 1 attached hereto, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, the Parties wish to record such assignment in all applicable trademark offices;

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


1. Assignor hereby assigns, sells, transfers, and sets over unto Assignee (1) all rights, title, and interests in all countries throughout the world in and to the Trademarks, including without limitation all common law rights therein; (2) the entire right to file trademark applications in the name of Assignee or its designee on the aforesaid Trademarks in all countries of the world; (3) all rights, title, and interests in and to any registration of the Trademarks which have issued and may issue in any country, and any renewals and extensions thereof; (4) the right to sue and recover for, and the right to profits or damages due or accrued in connection with, any and all past, present, or future infringement or dilution of the Trademarks; and (5) all rights, title, and interests in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the Trademarks.

2. Assignor hereby authorizes and requests the competent authorities to grant and to issue any and all registrations of the Trademarks throughout the world to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this assignment and transfer not been made.

3. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled, or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation any trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation, or abandonment of such trademark application.

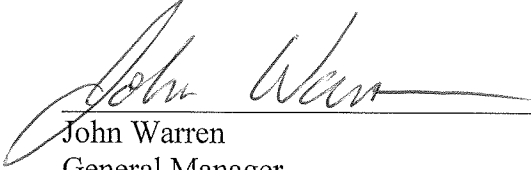
IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed and delivered as of the date first written above.

REEBOK INTERNATIONAL LTD.

By:   
Name: Sarah Stuart  
Title: Secretary  
Address: 1895 J.W. Foster Blvd.  
Canton, MA 02021

ACKNOWLEDGED AND AGREED:

SPORTS LICENSED DIVISION OF THE ADIDAS GROUP, LLC

By:   
Name: John Warren  
Title: General Manager  
Address: 1895 J.W. Foster Blvd.  
Canton, MA 02021

SCHEDULE 1

## Trademark

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	MITCHELL & NESS Stylized	2836695	April 27, 2004
United States	MITCHELL & NESS Stylized	2845049	May 25, 2004
United States	MITCHELL & NESS Stylized	2860284	July 6, 2004
United States	MITCHELL & NESS	2860283	July 6, 2004
United States	MITCHELL & NESS	2836694	April 27, 2004
United States	TRADE MARK MITCHELL & NESS Logo	2955065	May 24, 2005
United States	DEFINING AUTHENTIC	2961371	June 7, 2005
United States	DEFINING AUTHENTIC	2961374	June 7, 2005