

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fila Luxembourg S.a.r.L		07/22/2011	private limited liability company: LUXEMBOURG

RECEIVING PARTY DATA

Name:	Korea Development Bank
Street Address:	320 Park Avenue, 32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	state-owned policy bank: REPUBLIC OF KOREA

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1032383	F
Registration Number:	1196746	F
Registration Number:	1458405	F
Registration Number:	3546192	F
Registration Number:	2670921	F
Registration Number:	3014799	F
Registration Number:	3549286	F FILA
Registration Number:	1098835	F
Registration Number:	3857400	F
Registration Number:	1520482	F
Registration Number:	1556584	F
Registration Number:	1576379	F
Registration Number:	3610955	F FILA
Registration Number:	0974050	FILA

TRADEMARK

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Registration Number:	3284736	FILA
Registration Number:	1564119	FILA
Registration Number:	2065693	FILA
Registration Number:	3019564	FILA
Registration Number:	1518706	FILA
Registration Number:	1465549	FILA
Registration Number:	1606409	FILA
Registration Number:	2145780	FILA SPORT
Registration Number:	3600124	FILATIVA
Registration Number:	3166131	L'ARTE NELLO SPORT
Serial Number:	77288704	F FILA SPORT
Serial Number:	77226139	F SPORT
Serial Number:	77226157	F SPORT
Serial Number:	77288740	F SPORT
Serial Number:	77288734	F SPORT
Serial Number:	77412543	FILA ITALIA
Serial Number:	77288722	FILA SPORT
Serial Number:	77226166	FILA SPORT
Serial Number:	77288730	FILA SPORT
Serial Number:	77226178	FILA SPORT

CORRESPONDENCE DATA

Fax Number: (949)567-6710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-506-5150
Email: ipprosecution@orrick.com
Correspondent Name: Orrick, Herrington & Sutcliffe LLP
Address Line 1: 2050 Main Street, Suite 1100
Address Line 2: IP Prosecution Department
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	15630.13
NAME OF SUBMITTER:	Bradford S. Breen
Signature:	/Bradford Breen/
Date:	08/17/2011

Total Attachments: 8
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公證認可
法務法人 廣場
LEE & KO

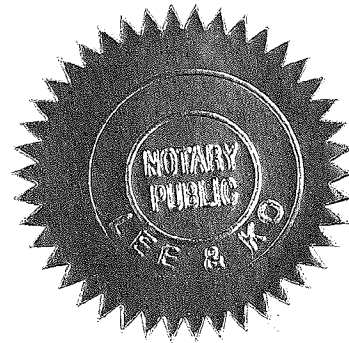
[별지 제41호서식]

☎ 2191-3100

Registered No. 2011 - 1001

NOTARIAL CERTIFICATE

NOTARIAL CERTIFICATE



LEE & KO

20F, Hanjin Main Bldg.,
118, 2-ka Namdaemun-ro, Chung-ku,
Seoul, Korea

TRADEMARK
REEL: 004606 FRAME: 0802

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 22, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Agreement"), is made by FILA LUXEMBOURG, a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 26, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 94.195 and with a share capital of EUR 2,482,425 (the "Grantor"), in favor of KOREA DEVELOPMENT BANK ("KDB"), as the security agent (together with its successors thereto in such capacity, the "Security Agent") for each of the Secured Parties (terms used in the preamble and the recitals have the definitions set forth in or incorporated by reference in Section 1).

W I T N E S S E T H :

WHEREAS, as of the date hereof, FILA KOREA LTD, a Korean company, has entered into the Term and Revolving Facility Agreement, dated as of July 22, 2011 (the "FILA Agreement"), with certain financial institutions as the lenders and KDB and the "Financing Documents" (as defined in the FILA Agreement), which require that the Security Agent be provided certain rights with respect to the Collateral in connection with such financing.

WHEREAS, in connection with the FILA Agreement, the Grantor has executed and delivered a Security Agreement, dated as of July 22, 2011, granting the Security Agent a security interest in the Collateral (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the FILA Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Security Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Security Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Security Agent, for

its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) the [trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, referred to in Schedule I hereto, and all goodwill of the business associated therewith, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Finance Document. This Agreement is a Finance Document executed pursuant to the FILA Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

FILA LUXEMBOURG

By: 

Name: Kwon Soo Yoon

Title: Chairman

KOREA DEVELOPMENT BANK,
as Security Agent

By: 

Name: Han Chul Kim

Title: Senior Executive Director

SCHEDULE I
to Trademark Security Agreement

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America	F	1032383	1976-02-03
United States of America	F	1196746	1982-06-01
United States of America	F (Stylized with color)	1458405	1987-09-22
United States of America	F (stylized)	3546192	2008-12-16
United States of America	F (Stylized) bw	2670921	2003-01-07
United States of America	F Design	3014799	2005-11-15
United States of America	F FILA (stylized)	3549286	2008-12-23
United States of America	F in Box Design	1098835	1978-08-08
United States of America	F in Box Design	3857400	2010-10-05
United States of America	F in Box Design (b&w)	1520482	1989-01-17
United States of America	F in Box Design (color)	1556584	1989-09-19
United States of America	F in Box Design (color)	1576379	1990-01-09
United States of America	F in Box Design FILA (Linear) (b&w)	3610955	2009-04-28
United States of America	FILA	0974050	1973-11-27
United States of America	FILA	3284736	2007-08-28
United States of America	FILA (Linear)	1564119	1989-11-07
United States of America	FILA (Linear)	2065693	1997-05-27
United States of America	FILA (Linear)	3019564	2005-11-29
United States of America	FILA (Linear) color	1518706	1989-01-03

United States of America	FILA (Linear)(color)	1465549	1987-11-17
United States of America	FILA (Linear)(color)	1606409	1990-07-17
United States of America	FILA SPORT (Stylized)	2145780	1998-03-24
United States of America	FILATIVA	3600124	2009-03-31
United States of America	L'ARTE NELLO SPORT	3166131	2006-10-31

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States of America	F FILA SPORT (stylized)	77/288704	2007-09-25
United States of America	F SPORT (Stylized) (version 1)	77/226139	2007-07-10
United States of America	F SPORT (Stylized) (version 2)	77/226157	2007-07-10
United States of America	F SPORT (stylized) (version 2)	77/288740	2007-09-25
United States of America	F SPORT (stylized) (version 2)	77/288734	2007-09-25
United States of America	FILA ITALIA	77/412543	2008-03-04
United States of America	FILA SPORT & Design (ver. 1)	77/288722	2007-09-25
United States of America	FILA SPORT & Design (ver. 1)	77/226166	2007-07-10
United States of America	FILA SPORT & Design (ver. 2)	77/288730	2007-09-25
United States of America	FILA SPORT & Design (ver. 2)	77/226178	2007-07-10

法務法人 廣 場
LEE & KO

[별지 제42호서식]

등부 2011년 제 1001 호

Registered No. 2011 - 1001

인 증

Notarial Certificate

위 상표권담보계약서 에
기재된

Yoon Soo Yoon



윤윤수

본 공증인의 면전에서 위 사서증서에
자기가 서명한 것임을
자인하였다.

personally appeared before
me and admitted his(her)
subscription to the
attached

Trademark Security Agreement

2011년 7월 22일 이 사무소에서
위 인증한다.

This is hereby attested on
this 22nd day of July, 2011
at this office

공증인가

법무법인 광 장

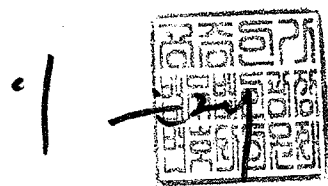
소속 서울중앙지방검찰청

서울 중구 남대문로2가 118

한진빌딩 본관 20층

Authorized Attorney Notary Public:

공증담당변호사



Eunjai Lee
Eunjai Lee

LEE & KO

Belong to Seoul Central District Prosecutors' Office

20F, Hanjin Main Bldg.,
118, 2-ka Namdaemun-ro, Chung-ku
Seoul, Korea

This Office has been authorized
by the Minister of Justice, the
Republic of Korea to act as
Notary Public since
March 6, 1985 under
Law No. 3594

法務法人 廣 場
LEE & KO

[별지 제43호 서식]

등부 2011년 제 1001 호

Registered No. 2011 - 1001

인 증

Notarial Certificate

위 상표권담보계약서 에

Han Chul Kim

기재된

attorney in fact of

한국산업은행

Korea Development Bank



의 대리인 김한철 은
본 공증인의 면전에서 위 본인이
서명한 것임을 자인하였다.

appeared before me and
admitted said principal's
subscription to the attached

2011년 7월 22일

Trademark Security Agreement

이 사무소에서 위 인증한다.

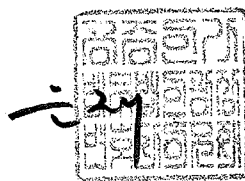
This is hereby attested on
this 22nd day of July, 2011

공증인가
법무법인 광 장
소속 서울중앙지방검찰청
서울 중구 남대문로2가 118
한진빌딩 본판 20층

at this office

Authorized Attorney Notary Public:

공증담당변호사



Eunjai Lee
Eunjai Lee

LEE & KO
Belong to Seoul Central District Prosecutors' Office

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