

## 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			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Umbro International Limited		11/30/2012	COMPANY: UNITED KINGDOM
Nike Global Services Pte. Ltd.		11/30/2012	PRIVATE LIMITED COMPANY: SINGAPORE
RECEIVING PARTY DATA			
<b>Name:</b>	Umbro IP Holdings LLC		
<b>Street Address:</b>	1450 Broadway		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3559606	5	
Registration Number:	2389076		
Registration Number:	1091160		
Registration Number:	2319329		
Registration Number:	1399665		
Registration Number:	2277588	UMBRO	
Registration Number:	2319330	UMBRO	
Registration Number:	1359276	UMBRO	
Registration Number:	3808968	UMBRO SPECIALI	
Registration Number:	2701415	XAI	
CORRESPONDENCE DATA			

CH \$265.00 3559606

Fax Number: 2123912057

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-730-0030

Email: trademarks@iconixbrand.com

Correspondent Name: Andrew R. Tarshis

Address Line 1: 1450 Broadway

Address Line 2: 3rd Floor

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	UMBRO.00000
NAME OF SUBMITTER:	Andrew R. Tarshis
Signature:	/atarshis/
Date:	12/14/2012

**Total Attachments: 8**

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Schedule B

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into as of November 30, 2012, by and between Umbro International Limited, a company incorporated in England, with its principal offices located at Umbro House, 5000 Lakeside, Cheadle SK8 3GQ, United Kingdom, and Nike Global Services Pte. Ltd. a company incorporated in Singapore, with its principal offices located at Block I, Temasek Avenue, Unit #27-01, Millenia Tower, 0039192, Singapore (Umbro International Limited and Nike Global Services Pte. Ltd., collectively, the "Assignors"), and Umbro IP Holdings LLC, a Delaware limited liability company, with its principal offices located at 1450 Broadway, 3rd Floor, New York, NY 10018 (the "Assignee").

**WHEREAS**, Assignors and Assignee have entered into an Intellectual Property Assignment (U.S.), dated as of the date hereof, pursuant to which Assignors have agreed to assign to the Assignee the Marks (as defined below).

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Trademark Assignment and in the Intellectual Property Assignment (U.S.), the parties agree as follows:

1. Marks.

"Marks" means the trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers, in word mark, stylized or design format, that are the subject of the registrations and applications listed on Attachment B-1 hereto.

2. Assignment.

Each Assignor hereby assigns, transfers, sells and conveys to the Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill associated with and symbolized by the Marks, and all rights, claims and privileges pertaining to the Marks, including, without limitation, the right to prosecute and maintain registrations and applications for any of the Marks, and the right to sue and recover damages for past, present and future infringement of any of the Marks.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

Umbro International Limited

BY: *Grant W. Hansen*  
Name: Grant W Hansen  
Title: Director

Witnessed by:  
*Diane Dunbar*  
Name: Diane Dunbar  
Address: One Bowerman Drive  
Beaverton, OR 97005

Witnessed by:  
*Suanh Marin*  
Name: Suanh Marin  
Address: One Bowerman Drive  
Beaverton, OR 97005

Nike Global Services Pte. Ltd.

BY: *John F. Coburn III*  
Name: John F. Coburn III  
Title: Director

Witnessed by:  
*Suanh Marin*  
Name: Suanh Marin  
Address: One Bowerman Drive  
Beaverton, OR 97005

Witnessed by:  
*Diane Dunbar*  
Name: Diane Dunbar  
Address: One Bowerman Drive  
Beaverton, OR 97005

Umbro IP Holdings LLC

BY: \_\_\_\_\_  
Name:  
Title:

Witnessed by:  
\_\_\_\_\_  
Name:  
Address:

Witnessed by:  
\_\_\_\_\_  
Name:  
Address:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

Umbro International Limited

Witnessed by:

BY:

Name:  
Title:

Name:  
Address:

Witnessed by:

Name:  
Address:

Nike Global Services Pte. Ltd.

Witnessed by:

BY:

Name:  
Title:

Name:  
Address:

Witnessed by:

Name:  
Address:

Umbro IP Holdings LLC

Witnessed by:

BY:

Andrew R. Tarshis  
Name: Andrew R. Tarshis  
Title: EVP, Iconix Brand Group, Inc,  
its manager

Carla Crawford  
Name: Carla Crawford  
Address: 1450 Broadway NY NY 10018

Witnessed by:

Gina Marinoff  
Name: Gina Marinoff  
Address: 1450 Broadway NY NY 10018

STATE OF NEW YORK)

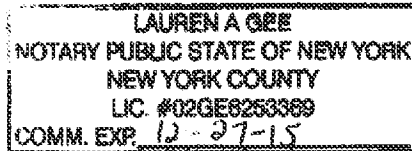
) ss.

COUNTY OF NEW YORK)

On November 30, 2012 before me, Lauren A. Gee, a notary public, personally appeared Andrew R. Tarshis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

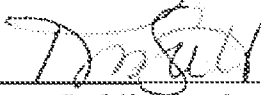


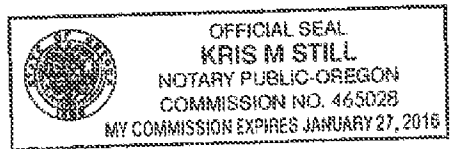
Notary Public



STATE OF OREGON                    )  
  )ss.  
COUNTY OF WASHINGTON        )

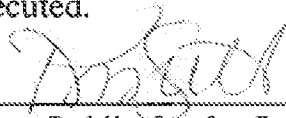
This Trademark Assignment was signed and acknowledged before me on November 29, 2012 by John F. Coburn III, Director of NIKE Global Services Pte. Ltd., on behalf of whom this instrument was executed,

  
\_\_\_\_\_  
Notary Public for the State of Oregon  
My Commission expires: 1/27/2016

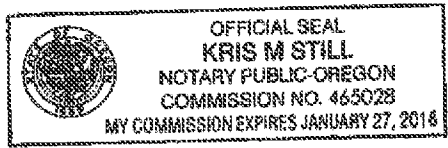


STATE OF OREGON                    )  
  )ss.  
COUNTY OF WASHINGTON        )

This Trademark Assignment was signed and acknowledged before me on November 29, 2012 by Grant W. Hanson, Director of Umbro International Holding, on behalf of whom this instrument was executed.



Notary Public for the State of Oregon  
My Commission expires: 1/27/2016





**Attachment B-1**

**Trademarks**

Country	Mark	App. Date	App. No.	Reg. Date	Reg. No.	Trademark Owner
United States of America	S and Diamond Logo	7/9/2007	77/224,497	1/13/2009	3559606	Nike Global Services Pte. Ltd.
United States of America	Double Diamond Design (Sharp Corner)	4/20/1998	75/470,752	9/26/2000	2389076	Nike Global Services Pte. Ltd.
United States of America	Double Diamond Design (Sharp Corner)	4/24/1973	72/455,459	5/9/1978	1091160	Nike Global Services Pte. Ltd.
United States of America	Double Diamond Design (Sharp Corner)	2/23/1999	75/646,818	2/15/2000	2319329	Nike Global Services Pte. Ltd.
United States of America	Double Diamond Design (Sharp Corner)	6/27/1985	73/545,270	7/1/1986	1399665	Nike Global Services Pte. Ltd.
United States of America	UMBRO	4/20/1998	75/470,753	9/14/1999	2277588	Nike Global Services Pte. Ltd.
United States of America	UMBRO	2/23/1999	75/646,819	2/15/2000	2319330	Nike Global Services Pte. Ltd.
United States of America	UMBRO	9/30/1982	73/397,485	9/10/1985	1359276	Nike Global Services Pte. Ltd.
United States of America	UMBRO SPECIALI	9/9/2008	77/565,637	6/29/2010	3808968	Nike Global Services Pte. Ltd.
United States of America	XAI	2/9/2001	78/047,556	3/25/2003	2701415	Nike Global Services Pte. Ltd.
United States of America (International)	Double Diamond Design (Sharp Corner)	11/5/2007	79/048,423	9/23/2008	3505613	Nike Global Services Pte. Ltd.
United States of America (International)	SX Logo	9/14/2007	79/044,312	9/14/2007	3462679	Nike Global Services Pte. Ltd.
United States of America (International)	UMBRO	11/5/2007	79/047,817	11/5/2007	3505607	Nike Global Services Pte. Ltd.
United States of America (International)	UMBRO PRO & Diamond Logo	7/30/2007	79/043,023	7/1/2008	3458405	Nike Global Services Pte. Ltd.

Country	Mark	App. Date	App. No.	Reg. Date	Reg. No.	Trademark Owner
United States of America (International)	Union Jack Diamond Device	6/14/2004	79/007,816	7/11/2006	3114430	Nike Global Services Pte. Ltd.