

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
Collective Licensing International, LLC		11/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Saucony IP Holdings, LLC		
Street Address:	9341 Courtland Drive, NE		
City:	Rockford		
State/Country:	MICHIGAN		
Postal Code:	49351		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85595453	PROLETE	
CORRESPONDENCE DATA			
Fax Number:	4048927056		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-885-1500		
Email:	tmatlanta@seyfarth.com		
Correspondent Name:	Joseph V. Myers III, SEYFARTH SHAW LLP		
Address Line 1:	1075 Peachtree St, NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	69708-000203		
NAME OF SUBMITTER:	Joseph V. Myers III		
Signature:	/jvm/		

Date:

01/07/2013

Total Attachments: 4

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ASSIGNMENT

This assignment is made as of _____ (“Effective Date”), by and between Collective Licensing International, LLC, a Delaware limited liability company, having a place of business at 800 Englewood Parkway, Suite C200 Englewood Colorado (“Assignor”), and Saucony IP Holdings LLC, a Delaware limited liability company, having a place of business at 9341 Courtland Drive NE, Rockford, Michigan 49351 (“Assignee”).

Assignor owns the trademark identified on the attached Schedule A (the “Mark”). Assignee desires to acquire the Mark and all rights in the Mark, including the goodwill of the business associated therewith, as well as any and all common law rights and the trademark application identified on Schedule A attached hereto and made a part hereof.

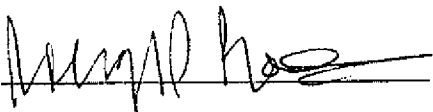
For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all rights, title and interest in and to the Mark, including, but not limited to, all common law rights and the application identified on attached Schedule A, together with the goodwill of the business symbolized thereby. Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Mark.

Assignor agrees that at any time and from time to time after execution of this assignment, at the request of Assignee and without further consideration, Assignor will execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee’s right, title and interest in and to the Mark and to assist Assignee in exercising all rights with respect to the Mark.

Nothing in this assignment, express or implied, is intended or will be construed to confer upon, or give to, any person or entity, other than the parties to this assignment, any rights, remedies, obligations or liabilities. This assignment will bind and inure to Assignee and Assignor

and their respective successors and assigns. This assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first set forth.

<p>COLLECTIVE LICENSING INTERNATIONAL, INC.</p> <p>By: </p> <p>Name: Douglas G. Boessen Title: Vice President and Treasurer</p>	<p>SAUCONY IP HOLDINGS LLC</p> <p>By: _____</p> <p>Name: Kenneth A. Grady Title: Vice President and Assistant Secretary</p>
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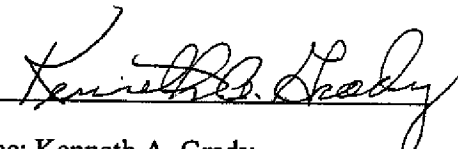
COLLECTIVE LICENSING INTERNATIONAL, INC.	SAUCONY IP HOLDINGS LLC
By: _____	By: 
Name:	Name: Kenneth A. Grady
Title:	Title: Vice President and Assistant Secretary

EXHIBIT A

MARK	COUNTRY	STATUS	FILING DATE	FILING NO.
PROLETE	United States	Pending	4/11/2012	85595453