

## TRADEMARK ASSIGNMENT COVER SHEET

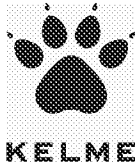
Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM534463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Improper Security Interest Recordation		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEW MILLENNIUM SPORTS, S.L.U.		07/31/2019	S.L.U.: SPAIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEW MILLENNIUM SPORTS, S.L.U.		
<b>Street Address:</b>	Elche Parque Empresarial		
<b>Internal Address:</b>	c/ Juan de la Cierva, 43		
<b>City:</b>	ELCHE (Alicante)		
<b>State/Country:</b>	SPAIN		
<b>Postal Code:</b>	03203		
<b>Entity Type:</b>	S.L.U.: SPAIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73041844	KELME	
<b>Serial Number:</b>	74391365	KELME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2126618000		
<b>Email:</b>	info@Imiplaw.com		
<b>Correspondent Name:</b>	Lucas & Mercanti, LLP		
<b>Address Line 1:</b>	30 Broad Street, Floor 21		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Lucas & Mercanti, LLP		
<b>Address Line 1:</b>	30 Broad Street		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Elizabeth Lee D'Amore		
<b>SIGNATURE:</b>	/Elizabeth Lee D'Amore/		

OP \$65.00 73041844

<b>DATE SIGNED:</b>	07/31/2019
<b>Total Attachments: 3</b> source=KELME Affidavit. 31.7.2019#page1.tif source=KELME Affidavit. 31.7.2019#page2.tif source=KELME Affidavit. 31.7.2019#page3.tif	



## AFFIDAVIT

Issued by **Mr. Carlos García Cobaleda**

In the name and representation of **NEW MILLENNIUM SPORTS S.L.**

In relation to:

- US Serial Number 73041844/US Registration Number 1045980, and
- US Serial Number 74391365/US Registration Number 1856808

By the present solemnly declares and requests,

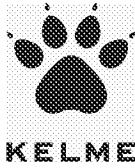
1. That the recordal of the movable mortgage/security interest that warrants the collection of the main debt over our client's trademarks aforementioned, runs out of effect providing that the parties in the underlying contract and which debt warranty lays on the trademarks, was endorsed by persons that had neither legitimation nor legal capacity to dispose of the affected trademarks rights.
2. As statement of the acts contained in the contract it reflects that on the 2nd december 2002 a "Security Agreement" over a loan of 3 million USD (United States Dollars) was signed between the following parties:
  - Lender: Fifth Third Bank, Florida
  - Borrower: Kelme USA Inc. (subsidiary of Industrias del Calzado y Prendas Deportivas S.L.)
  - Security Interest: Indicated in Exhibit A, that refers to all assets belonging to Kelme USA Inc.
3. It is important to point out that in that date the KELME trademark registrations in the USA (US Serial Number 73041844/US Registration Number 1045980; and US Serial Number 74391365/US Registration Number 1856808) were owned by Industrias del Calzado y Prendas Deportivas S.L.; that is, the marks were not owned by Kelme USA Inc.

New Millennium Sports, S.L.  
C/ Juan de la Cierva 43- 1, 1º  
03203 Elche (Alicante) - España  
Tel. 96 665 79 00  
Fax. 96 665 79 30  
CIF: B-54335161

**TRADEMARK**  
**REEL: 006744 FRAME: 0296**



4. It is also important to stress that at no time Industrias del Calzado y Prendas Deportivas S.L. took part in the "Security Agreement"; that is, Industrias del Calzado y Prendas Deportivas S.L., is no part in said agreement.
5. On the 20th april 2007, a form was filed at the USPTO by lawyers acting in the name of Fifth Third Bank, according which they record over the two (2) trademarks aforementioned a burden or „assignment“ in virtue of the "Security Agreement" already indicated.
6. Again, it is important to stress that neither in said date the aforementioned trademark registrations were owned by Kelme USA Inc., nor that the proprietor of said trademarks, Industrias del Calzado y Prendas Deportivas S.L., took part giving validity to the recordal of the assignment.
7. Later, on 2014 and 2017 the trademarks were renewed and its proprietorship assigned to New Millennium Sports SL, who acquired said trademarks from Industrias del Calzado y Prendas Deportivas S.L. In 2008, still it was not formally recorded the change of ownership at the USPTO.
8. In view to the aforementioned, now New Millennium Sports SL understands that said assignment over those two trademark registrations should have never been recorded since the legitimate owner did not grant said warranty, neither was intervening party in the "Security Agreement". Accordingly ,we kindly request the USPTO to review this recordal, and as a result lifts it.
9. The owner of the affected trademarks was not party of the contract, neither as main debtor, nor as guarantor or warrantor of the contract.
10. Therefore, the partys in the contract had no capacity to dispose of said trademarks to conduct legal acts of disposing or imposing a lien over them.



11. In view to the aforementioned it is kindly requested that the notice recorded at the USPTO be run out of effect, and that the referenced trademarks be considered as free of charges, so New Millennium Sports S.L., can dispose of them conducting lawful acts over them, such as grant them as credit warranty, license them and dispose of them without any kind of restriction in third party's warranty.

  
**NEW MILLENNIUM SPORTS, S.L.**  
C.I.F.: B-54335161  
Elche Parque Empresarial - C/ Juan de la Cierva, 43  
03203 ELCHE (Alicante)

July 31, 2019, at Elche (Spain)

**NEW MILLENNIUM SPORTS S.L.**  
Name: Carlos García Cobaleda  
Position: CEO

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