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attached original documents or copy thereof.

To the Honorable Commissioner of P:

1. Name of conveying party(ies):

Herman's Sporting Goods, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 1, 1997

2. Name and address of receiving party(ies):

Name: Reda Sports, Inc.

Internal Address:

110 Main Street

Street Address: P.O. Box 3609

18049-

City: West Easton State: PA ZIP: 3609

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State PA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

919,928	1,412,350	1,980,193
920,892	1,465,931	
1,166,861	1,835,000	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sanford J. Piltsch, Esq.

Internal Address:

Street Address: The Atrium - Suite 204

2895 Hamilton Boulevard

City: Allentown State: PA ZIP: 18104

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

06/02/1998 JSHABAZZ 00000037 919928

01 FC:481 40.00 OP
02 FC:482 130.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sanford J. Piltsch
Name of Person Signing

Signature

05/18/98

Date

Total number of pages comprising cover sheet:

41

ASSIGNMENT

This Assignment, having an effective date of the 1st day of December, 1997, by and between **HERMAN'S SPORTING GOODS, INC.**, a Delaware corporation, having a business address at 2 Germak Drive, Carteret, New Jersey 07008, (hereinafter "**ASSIGNOR**") and **REDA SPORTS, INC.**, a Pennsylvania corporation, having a principal place of business at 110 Main Street, P.O. Box 3609, West Easton, Pennsylvania 18043-3609 (hereinafter "**ASSIGNEE**").

WHEREAS, **ASSIGNOR** adopted and used the trade names and trademarks "**HERMAN'S**"; "**HERMAN'S WORLD OF SPORTING GOODS and Design**"; "**TOTAL SPORTS**"; "**HERMAN'S**"; "**WE ARE SPORTS**"; "**HERMAN'S KIDS CLUB**"; and "**HERMAN'S WINTER FESTIVAL**" (hereinafter referred to as the "Marks") and applied for and received several U.S. Trademark Registrations for the Marks, a Schedule of Trademarks containing a listing of each of said Registrations for the Marks, including a detailed description thereof, is attached hereto and made part hereof as Appendix A; and

WHEREAS, **ASSIGNOR** is a Debtor in Bankruptcy under Chapter 11, Title 11 of the United States Code § 1101, et seq. in the United States Bankruptcy Court for the District of New Jersey captioned In re: Herman's Sporting Goods, Inc., Bankruptcy No.: 96-33538 [WHG], and an Order approving the sale of certain trademark properties of the **ASSIGNOR** to the **ASSIGNEE** has issued from the Bankruptcy Court entitled Approving Private Sale Agreement With Reda Sports, Inc. dated December 11, 1997, a copy of said Order is attached hereto and made part hereof as Exhibit A; and

WHEREAS, **ASSIGNEE** is desirous of acquiring and owning said trade names, trademarks and the U.S. Trademark Registrations received therefor, and the good will associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said **ASSIGNOR** does assign and transfer to the said **ASSIGNEE** all right, title, interest and claim in and to said Marks as set forth on the attached Schedule of Trademarks,

together with the good will of the business symbolized by the Marks and associated therewith, and the Registrations for said Marks, and any related legal and/or equitable claims appurtenant thereto, to be held and enjoyed by the above-named **ASSIGNEE**, for **ASSIGNEE's** own use and behoof, and for **ASSIGNEE's** legal representatives and assigns, to the full end of the term or terms for which said Registrations were granted, as fully and entirely as the same would have been held by the undersigned **ASSIGNOR** had this assignment and sale not been made; all without further or additional compensation to the **ASSIGNOR**.

HERMAN'S SPORTING GOODS, INC.

By: *Thomas J. Noonan, Jr.*
Name: THOMAS J. NOONAN, JR.
Title: RESPONSIBLE PERSON

State of New Jersey)
County of Somerset) ss:

Before me, the Subscriber, a Notary Public, for the State of New Jersey, County of Somerset, personally appeared Thomas J. Noonan, Jr., the person who signed this instrument on behalf of **Herman's Sporting Goods, Inc.**, who was authorized to sign this instrument on behalf of said Corporation, and who acknowledged that he/she signed this instrument as a free act and deed.

Witness my hand and notarial seal this 5 day of March, 1998.

Dorothy A. Petrucci (Seal)
Notary Public

APPENDIX A

SCHEDULE OF TRADEMARKS

1. **U.S. Trademark Registration 919,928**
Mark: HERMAN'S
Class: 035
Services: Retail Sporting Goods Store Services
Applicant: Herman's Sporting Good, Inc.
Serial No.: 72/330,132
Filing Date: 06/16/1969
Registration No.: 919,928
Registered: 09/07/1971
Registrant: Herman's Sporting Good, Inc.

2. **U.S. Trademark Registration 920,892**
Mark: HERMAN'S WORLD OF SPORTING GOODS and Design
Class: 035
Services: Retail Sporting Goods Store Services
Applicant: Herman's Sporting Goods, Inc.
Serial No.: 72/330,131
Filing Date: 06/16/1969
Registration No.: 920,892
Registered: 09/21/1971
Registrant: Herman's Sporting Goods, Inc.

3. **U.S. Trademark Registration 1,166,861**
Mark: TOTAL SPORTS
Class: 042
Services: Retail Department Store Services
Applicant: Herman's Sporting Goods, Inc.
Serial No.: 73/248,153
Filing Date: 01/30/1980
Registration No.: 1,166,861
Registered: 08/25/1981
Registrant: Herman's Sporting Goods, Inc.

4. **U.S. Trademark Registration 1,412,350**
Mark: HERMAN'S
Classes: 018, 020
Goods: Back Packs; Sleeping Bags
Applicant: Herman's Sporting Goods, Inc.
Serial No.: 73/369,759
Filing Date: 06/15/1982
Registration No.: 1,412,350
Registered: 10/07/1986
Registrant: Herman's Sporting Goods, Inc.

5. **U.S. Trademark Registration 1,465,931**
Mark: WE ARE SPORTS
Class: 042
Services: Retail Sporting Goods Store Services
Applicant: Herman's Sporting Goods, Inc.
Serial No.: 73/518,661
Filing Date: 01/22/1985
Registration No.: 1,465,931
Registered:
Registrant:

6. **U.S. Trademark Registration 1,835,000**
Mark: HERMAN'S KIDS CLUB
Class: 042
Services: Retail Clothing Store Services
Applicant: Herman's Sporting Goods, Inc.
Serial No.: 74/367,095
Filing Date: 03/11/1993
Registration No.: 1,835,000
Registered: 05/03/1994
Registrant: Herman's Sporting Goods, Inc.

7. **U.S. Trademark Registration 1,980,193**
Mark: HERMAN'S WINTER FESTIVAL
Class: 041
Services: Conducting entertainment exhibitions in the nature of sports competitions and/or events
Applicant: Herman's Sporting Goods, Inc.
Serial No.: 74/562,356
Filing Date: 08/18/1994
Registration No.: 1,980,193
Registered: 06/11/1996
Registrant: Herman's Sporting Goods, Inc.

**CRUMMY, DEL DEO, DOLAN,
GRIFFINGER & VECCHIONE**
A Professional Corporation
One Riverfront Plaza
Newark, New Jersey 07102-5497
(973) 596-4500
Attorneys for Debtor and
Debtor-in-Possession
PD-9779

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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

**HERMAN'S SPORTING GOODS, INC., a
Delaware corporation,

Debtor.**

Case No. 96-33538 (WHG)

Chapter 11

Hearing Date: December 1, 1997

**ORDER APPROVING PRIVATE SALE AGREEMENT
WITH REDA SPORTS, INC.**

Upon the Application of Herman's Sporting Goods, Inc., Debtor ("Debtor") dated September 19, 1997, for Entry of Consent Order (a) Authorizing Debtor to Enter into Private Sale Agreements for the Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at which Debtor may Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction, and the Application dated October 22, 1997, for Entry of a Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter

into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell any Tradenames and Trademarks Not Sold by Private Sale Agreement, etc., filed on September 25, 1997 (collectively, the "Motion"); and it appearing that a hearing to approve the Private Sale Agreements having been held on December 1, 1997 ("Hearing"), at which Hearing Reda Sports, Inc. was the highest and best cash bidder for the "Total Sports" tradename and trademark, Registration No. 1,666,861; "We Are Sports" tradename and trademark, Registration No. 1,465,931; "Herman's" tradename and trademark, Registration No. 919,928; "Herman's Kids Club" tradename and trademark, Registration No. 1,835,000; "Herman's World of Sporting Goods & Design" tradename and trademark, Registration No. 208,655; "Herman's World of Sporting Goods" tradename and trademark, (Canada) Registration No. 208,655; and all tradenames and trademarks, not otherwise sold at the hearing conducted on December 1, 1997, a list of which are set forth on Exhibit A attached hereto (collectively, "Names and Marks"); and publication notice of the Hearing having been found to be sufficient and proper under the circumstances; and it appearing that the United States Trustee and certain creditors and other interested parties having been given notice of the Motion; and for good and sufficient cause appearing therefor,

IT IS, on this 11 / 11 / 1997, day of ^{November} ~~October~~, 1997, ORDERED, that:


1. The terms and conditions of the Private Sale Agreement, a copy of which is attached hereto as Exhibit B, and the other documents and instruments executed in connection therewith are hereby approved in all respects, and the sale, assignment, transfer and delivery of the Names and Marks is hereby authorized and approved in all respects.

2. The Debtor is hereby authorized and empowered to (i) execute the Private Sale Agreement and the other instruments and documents necessary to consummate the transactions contemplated thereby, (ii) without further order of this Court, assume and assign to Reda Sports, Inc. at the Closing (as defined in the Private Sale Agreement) the applicable Names and Marks, and (iii) fully perform under, consummate and implement the Private Sale Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to consummate the transactions contemplated by the Private Sale Agreement.

3. Each and every federal, state and local governmental unit or department be, and hereby is, directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Private Sale Agreement to assign and transfer the Names and Marks.

4. This Court shall retain jurisdiction (i) to enforce and implement the terms and provisions of the Private Sale Agreement and other issues concerning the sale, assignment and transfer of the Names and Marks and each of the documents and instruments which must be executed in connection therewith, (ii) to resolve any disputes related to the transfer of the Names and Marks, and (v) to interpret, implement and enforce the provisions of the Private Sale Agreement and this Order.

5. As allowed by Bankruptcy Rule 8005, notwithstanding Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry.

WILLIAM H. GINDIN 
HONORABLE WILLIAM H. GINDIN
CHIEF UNITED STATES BANKRUPTCY JUDGE

**PLEASE SERVE COPIES OF THIS ORDER
ON ALL OTHER PARTIES TO THIS ACTION.**

3 TRADEMARK #0142278.02
REEL: 1734 FRAME: 0142 35835-29186

HERMAN'S U.S. REGISTRATIONS				
MARK	REGISTRATION NUMBER	REG. DATE	RENEWAL DATE	GOODS/SERVICES
BUTCHART NICHOLLS	1,113,199	2/13/79	2/13/99	Golf Clothing
BUTCHART NICHOLLS	1,140,016	9/30/80	9/30/00	Golf Equipment
CAMP-A-RAMA	1,182,516	12/15/81	12/15/01	Retail Sporting Goods Store Services
EZ RIDER (Stylized)	1,437,215	4/21/87	4/21/07	Golf Carts
HERMAN'S	1,412,350	10/7/86	10/7/06	Backpacks, Sleeping Bags
MICRO-FLEX	1,212,523	10/12/82	10/12/02	Fishing Line
OCEANIC	1,100,844	8/29/78	8/29/98	Fishing Rods
OMNI	1,107,412	11/28/78	11/28/98	Golf Clubs & Balls
OMNI	1,074,128	9/27/77	9/27/97	Golf Clubs
ROYAL JAVELIN (Stylized)	1,148,444	3/17/81	3/17/01	Swimwear
ROYAL JAVELIN & DESIGN	643,202	3/26/57	3/26/97	Fishing Rods
SEA CRUISER	1,175,070	10/27/81	10/27/01	Inflatable Boats
SKI MARATHON	1,053,436	11/23/76	11/23/96	Retail Ski Equipment Store Services
SUNSET DESIGNS LOGO	1,639,756	4/2/91	4/2/01	Backpacks & Tents

HERMAN'S FOREIGN REGISTRATIONS					
MARK	COUNTRY	REGISTRATION NUMBER	REG. DATE	RENEWAL DATE	GOODS/SERVICES
HERMAN'S	Austria	83,195	7/15/76	7/15/96	Sporting Goods
HERMAN'S	Canada	202,343	10/11/74	10/11/04	Retail Sporting Goods Store Services
HERMAN'S	China	265,174	10/10/86	10/9/9	Backpacks, Bags & Sleeping Bags
HERMAN'S	China	271,802	12/10/86	12/9/96	Clothing
HERMAN'S	France	1,343,877	1/8/86	1/6/06	Games, Sporting Goods, & Education
HERMAN'S	Germany	992,471	10/30/79		Gymnastic & Sporting Goods

Exhibit "A"
to Bankruptcy Order dated 12/11/97

TRADEMARK
REEL: 1734 FRAME: 0143

HERMAN'S FOREIGN REGISTRATIONS					
MARK	COUNTRY	REGISTRATION NUMBER	REG. DATE	RENEWAL DATE	GOODS/SERVICES
HERMAN'S	Italy	329,493	1/28/76		Retail Sporting Services
HERMAN'S	Switzerland	284,242	8/6/76		Gymnastic & Sports Articles, Camping Articles

HERMAN'S PENDING APPLICATIONS			
MARK	COUNTRY	SERIAL NO.	STATUS
HERMAN'S WINTER FESTIVAL	USA	74:562 356	Statement of Use Accepted

PRIVATE SALE AGREEMENT

THIS PRIVATE SALE AGREEMENT, entered into as of the 24th day of November, 1997, by and between **HERMAN'S SPORTING GOODS, INC.**, a Delaware corporation, a Chapter 11 debtor, with its principal place of business at 2 Germak Drive, Carteret, New Jersey 07008 (hereinafter called "Seller"), and REDA SPORTS, INC. ^{110 MAIN STREET,} WEST EASTON, PA 18043 Attention: SCOTT REDA, (hereinafter called ("Buyer")).

WHEREAS, Seller was a full-line sporting goods retailer (the "Business"); and

WHEREAS, on April 26, 1996, Seller commenced Case No. 96-33538 (the "Proceeding") under Chapter 11, Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and

WHEREAS, on September 25, 1997, the Bankruptcy Court entered the Consent Order (a) Authorizing Debtor to Enter Into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction (the "September 25 Order"); and

WHEREAS, on October 22, 1997, the Bankruptcy Court entered the Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter Into Private Sale

Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, Etc., Filed on September 25, 1997 (the "October 22 Order" and, together with the September 25 Order, the "Orders"); and

WHEREAS, the Orders were issued with respect to the transaction contemplated herein; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and conditions contained herein, the following tradename(s) and trademark(s), together with all the tradename and trademark rights and licenses associated therewith (hereinafter, the "Tradename"):

"HERMAN'S" (919928)
"HERMAN'S KIDS CLUB" (1835000)
"HERMAN'S WORLD OF SPORTING GOODS & DESIGN" (920,892)
"HERMAN'S WORLD OF SPORTING GOODS" (CANADA) (205,655)

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Buyer and the Seller agree as follows:

1. **PURCHASE AND SALE.**

1.1 **Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing referred to herein, the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, all the right, title and interest of the Seller in and to the Tradename.

2. **PURCHASE PRICE.**

2.1 **Amount.** The purchase price for the Tradename (the "Purchase Price") shall be the sum of ^{EIGHTY} ~~SEVEN~~ THOUSAND Dollars (\$ 80,000) in immediately available funds.

2.2 Payment of Purchase Price. The Purchase Price shall be paid by the Buyer to Seller at the Closing (hereinafter defined).

3. CLOSING.

3.1 Time and Place. The closing of the sale of the Tradename (the "Closing") shall be held at the offices of Crummy, Del Deo, Dolan, Griffinger & Vecchione, One Riverfront Plaza, Newark, New Jersey 07102-5497, and shall occur on the first business day after the conclusion of the hearing to approve the within Agreement. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date."

3.2 Transactions at Closing. At the Closing:

(a) The Seller shall duly execute and deliver to the Buyer a bill of sale ("Bill of Sale") and such other certificates of title and other instruments of assignment of transfer with respect to the Tradename as the Buyer may reasonably request and as may be necessary to vest in the Buyer all of the Seller's right, title and interest in and to the Tradename, free and clear of all liens, claims and encumbrances, if any, of the Seller.

(b) The Buyer shall deliver the Purchase Price to the Seller as provided in Section 2 hereof.

(c) The Buyer and the Seller shall duly execute such certificates and documents and any consents as may be required to effectuate the transactions contemplated by this Agreement.

4. **REPRESENTATIONS AND WARRANTIES OF THE SELLER.**

The Seller makes no representations or warranties with respect to the Tradename. The Tradename is being sold "as is" and "where is," without representation or warranties of any kind, nature or description by the Debtor or its estate.

5. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.**

The Buyer represents and warrants to the Seller as follows:

5.1 **Organization and Standing of Buyer.** The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of *PENNSYLVANIA*. The Buyer has full power and authority under its charter and governance documents and under applicable laws to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

5.2 **Corporate Approval; Binding Effect.** The Buyer has obtained all necessary corporate authorizations and approvals required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer (assuming due execution and delivery by the Seller) and constitutes the legal, valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms.

5.3 **Financial Feasibility.** The Buyer has sufficient funds available to pay Seller the Purchase Price for the Tradename at the Closing and in accordance with the terms of this Agreement.

5.4 **Non-Contravention.** Neither the execution and delivery of this Agreement by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby will

constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any liens upon any property of the Buyer pursuant to (a) its Certificate of Incorporation and Bylaws; (b) any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties are bound, or to which the Buyer is subject; or (c) any statute or any judgment, decree, order, regulation or rule of any court or governmental authority affecting the Buyer.

5.5 Governmental Consents. There are no consents, approvals or authorizations of, registrations, qualifications or filings with, governmental agencies or authorities necessary in connection with the execution and delivery of this Agreement by the Buyer or for the consummation by the Buyer of the transactions contemplated hereby.

5.6 Litigation, Etc. There are no actions, suits, proceedings or investigations pending or threatened against Buyer which question the validity of this Agreement or challenge any of the transactions contemplated hereby.

5.7 Independent Inspection. Buyer has had an opportunity to review the Tradename before making its offer and has relied solely on its own investigation, inspection and review of the Tradename in making its offer.

6. CONDITIONS PRECEDENT.

The obligation of the Buyer and Seller to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the condition that the Bankruptcy Court shall have approved the within Agreement and authorized the sale of the Tradename to the Buyer, after a hearing and opportunity for competitive bidding. Buyer expressly acknowledges that higher or

better offers may be made and approved at such hearing, thereby nullifying this Private Sale Agreement.

8. **GENERAL.**

8.1 **Notices.** All notices, demand or other communications hereunder shall be in writing or written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written facsimile transmission, as follows:

If to the Seller, to:

Herman's Sporting Goods, Inc.
2 Germak Drive
Carteret, NJ 07008
Attn: Thomas J. Noonan, Jr.
Telecopy: 908-969-4225

with a copy sent contemporaneously to:

Crummy, Del Deo, Dolan,
Griffinger & Vecchione
A Professional Corporation
One Riverfront Plaza
Newark, NJ 07102-5497
Attn: Paul R. DeFilippo, Esq.
Telecopy: 973-596-0545

If to the Buyer, to:

~~Redu Sports, Inc.~~
Redu Sports, Inc.
110 Main Street
Easton, Pa 18042
Attn: Scott Redu
Telecopy: 610-258-6340

with a copy sent contemporaneously to:

Laufer, Seidel, Cohen & Hof
8 Centre Square
Easton, Pa 18042
Attn: Daniel C. Cohen
Telecopy: 610-258-0390

8.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties which supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by the parties hereto.

8.3 **Governing Law.** The validity and construction of this Agreement shall be governed by internal laws (and not the principles of conflict of laws) of the State of New Jersey. The parties consent to the jurisdiction of the Bankruptcy Court to resolve any and all disputes under this Agreement.

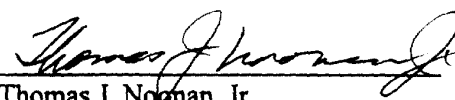
8.4 **Headings.** The headings of sections and subsections are for reference only and shall not control the meaning thereof.

8.5 **Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement, nor the obligations of any party hereunder, shall be assignable or transferable by any such party without the prior written consent of the other party hereto.

8.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date and year first above written.

**HERMAN'S SPORTING GOODS, INC.,
DEBTOR**

By: 
Thomas J. Noonan, Jr.
Responsible Person

[BUYER]

By: _____
SCOTT REDA

PRIVATE SALE AGREEMENT

THIS PRIVATE SALE AGREEMENT, entered into as of the 24th day of November, 1997, by and between **HERMAN'S SPORTING GOODS, INC.**, a Delaware corporation, a Chapter 11 debtor, with its principal place of business at 2 Germak Drive, Carteret, New Jersey 07008 (hereinafter called "Seller"), and REDA SPORTS, INC. ^{110 MAIN STREET} WESTEASTON, PA 18040 Attention: SCOTT REDA, (hereinafter called ("Buyer")).

WHEREAS, Seller was a full-line sporting goods retailer (the "Business"); and

WHEREAS, on April 26, 1996, Seller commenced Case No. 96-33538 (the "Proceeding") under Chapter 11, Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and

WHEREAS, on September 25, 1997, the Bankruptcy Court entered the Consent Order (a) Authorizing Debtor to Enter Into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction (the "September 25 Order"); and

WHEREAS, on October 22, 1997, the Bankruptcy Court entered the Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter Into Private Sale

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2.2 Payment of Purchase Price. The Purchase Price shall be paid by the Buyer to Seller at the Closing (hereinafter defined).

3. CLOSING.

3.1 Time and Place. The closing of the sale of the Tradename (the "Closing") shall be held at the offices of Crummy, Del Deo, Dolan, Griffinger & Vecchione, One Riverfront Plaza, Newark, New Jersey 07102-5497, and shall occur on the first business day after the conclusion of the hearing to approve the within Agreement. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date."

3.2 Transactions at Closing. At the Closing:

(a) The Seller shall duly execute and deliver to the Buyer a bill of sale ("Bill of Sale") and such other certificates of title and other instruments of assignment of transfer with respect to the Tradename as the Buyer may reasonably request and as may be necessary to vest in the Buyer all of the Seller's right, title and interest in and to the Tradename, free and clear of all liens, claims and encumbrances, if any, of the Seller.

(b) The Buyer shall deliver the Purchase Price to the Seller as provided in Section 2 hereof.

(c) The Buyer and the Seller shall duly execute such certificates and documents and any consents as may be required to effectuate the transactions contemplated by this Agreement.

4. **REPRESENTATIONS AND WARRANTIES OF THE SELLER.**

The Seller makes no representations or warranties with respect to the Tradename. The Tradename is being sold "as is" and "where is," without representation or warranties of any kind, nature or description by the Debtor or its estate.

5. **REPRESENTATIONS AND WARRANTIES OF THE BUYER.**

The Buyer represents and warrants to the Seller as follows:

5.1 **Organization and Standing of Buyer.** The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of PENNSYLVANIA. The Buyer has full power and authority under its charter and governance documents and under applicable laws to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

5.2 **Corporate Approval: Binding Effect.** The Buyer has obtained all necessary corporate authorizations and approvals required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer (assuming due execution and delivery by the Seller) and constitutes the legal, valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms.

5.3 **Financial Feasibility.** The Buyer has sufficient funds available to pay Seller the Purchase Price for the Tradename at the Closing and in accordance with the terms of this Agreement.

5.4 **Non-Contravention.** Neither the execution and delivery of this Agreement by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby will

constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any liens upon any property of the Buyer pursuant to (a) its Certificate of Incorporation and Bylaws; (b) any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties are bound, or to which the Buyer is subject; or (c) any statute or any judgment, decree, order, regulation or rule of any court or governmental authority affecting the Buyer.

5.5 Governmental Consents. There are no consents, approvals or authorizations of, registrations, qualifications or filings with, governmental agencies or authorities necessary in connection with the execution and delivery of this Agreement by the Buyer or for the consummation by the Buyer of the transactions contemplated hereby.

5.6 Litigation, Etc. There are no actions, suits, proceedings or investigations pending or threatened against Buyer which question the validity of this Agreement or challenge any of the transactions contemplated hereby.

5.7 Independent Inspection. Buyer has had an opportunity to review the Tradename before making its offer and has relied solely on its own investigation, inspection and review of the Tradename in making its offer.

6. CONDITIONS PRECEDENT.

The obligation of the Buyer and Seller to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the condition that the Bankruptcy Court shall have approved the within Agreement and authorized the sale of the Tradename to the Buyer, after a hearing and opportunity for competitive bidding. Buyer expressly acknowledges that higher or

better offers may be made and approved at such hearing, thereby nullifying this Private Sale Agreement.

8. **GENERAL.**

8.1 **Notices.** All notices, demand or other communications hereunder shall be in writing or written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written facsimile transmission, as follows:

If to the Seller, to:

Herman's Sporting Goods, Inc.
2 Germak Drive
Carteret, NJ 07008
Attn: Thomas J. Noonan, Jr.
Telecopy: 908-969-4225

with a copy sent contemporaneously to:

Crummy, Del Deo, Dolan,
Griffinger & Vecchione
A Professional Corporation
One Riverfront Plaza
Newark, NJ 07102-5497
Attn: Paul R. DeFilippo, Esq.
Telecopy: 973-596-0545

If to the Buyer, to:

REDA SPORTS, INC.
110 MAIN STREET
EASTON PA 18042
Attn: SCOTT REDA
Telecopy: 610-258-6342

with a copy sent contemporaneously to:

LAUB, SEIDEL, COHEN & HOF
8 CENTRE SQUARE
EASTON, PA 18043
Attn: DANIEL E. COHEN
Telecopy: 610-258-0390

8.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties which supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by the parties hereto.

8.3 **Governing Law.** The validity and construction of this Agreement shall be governed by internal laws (and not the principles of conflict of laws) of the State of New Jersey. The parties consent to the jurisdiction of the Bankruptcy Court to resolve any and all disputes under this Agreement.

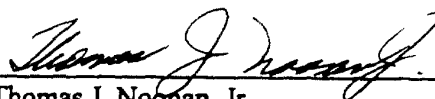
8.4 **Headings.** The headings of sections and subsections are for reference only and shall not control the meaning thereof.

8.5 **Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement, nor the obligations of any party hereunder, shall be assignable or transferable by any such party without the prior written consent of the other party hereto.

8.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date and year first above written.

**HERMAN'S SPORTING GOODS, INC.,
DEBTOR**

By: 
Thomas J. Noonan, Jr.
Responsible Person

[BUYER]

By: 
SCOTT REDA

PRIVATE SALE AGREEMENT

THIS PRIVATE SALE AGREEMENT, entered into as of the 24th day of November, 1997, by and between HERMAN'S SPORTING GOODS, INC., a Delaware corporation, a Chapter 11 debtor, with its principal place of business at 2 Germak Drive, Carteret, New Jersey 07008 (hereinafter called "Seller"), and REDA SPORTS, INC., EASTON, PA 18042 110 MAIN ST., WEST Attention: SCOTT REDA, (hereinafter called ("Buyer")).

WHEREAS, Seller was a full-line sporting goods retailer (the "Business"); and

WHEREAS, on April 26, 1996, Seller commenced Case No. 96-33538 (the "Proceeding") under Chapter 11, Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and

WHEREAS, on September 25, 1997, the Bankruptcy Court entered the Consent Order (a) Authorizing Debtor to Enter Into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction (the "September 25 Order"); and

WHEREAS, on October 22, 1997, the Bankruptcy Court entered the Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter Into Private Sale

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Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, Etc., Filed on September 25, 1997 (the "October 22 Order" and, together with the September 25 Order, the "Orders"); and

WHEREAS, the Orders were issued with respect to the transaction contemplated herein; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and conditions contained herein, the following tradename(s) and trademark(s), together with all the tradename and trademark rights and licenses associated therewith (hereinafter, the "Tradename"):

"WE ARE SPORTS" (1,465,931)

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Buyer and the Seller agree as follows:

1. PURCHASE AND SALE.

1.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing referred to herein, the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, all the right, title and interest of the Seller in and to the Tradename.

2. PURCHASE PRICE.

2.1 Amount. The purchase price for the Tradename (the "Purchase Price") shall be the sum of Two Thousand Dollars (\$2,000.00) in immediately available funds.

2.2 Payment of Purchase Price. The Purchase Price shall be paid by the Buyer to Seller at the Closing (hereinafter defined).

3. CLOSING.

3.1 Time and Place. The closing of the sale of the Tradename (the "Closing") shall be held at the offices of Crummy, Del Deo, Dolan, Griffinger & Vecchione, One Riverfront Plaza, Newark, New Jersey 07102-5497, and shall occur on the first business day after the conclusion of the hearing to approve the within Agreement. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date."

3.2 Transactions at Closing. At the Closing:

(a) The Seller shall duly execute and deliver to the Buyer a bill of sale ("Bill of Sale") and such other certificates of title and other instruments of assignment of transfer with respect to the Tradename as the Buyer may reasonably request and as may be necessary to vest in the Buyer all of the Seller's right, title and interest in and to the Tradename, free and clear of all liens, claims and encumbrances, if any, of the Seller.

(b) The Buyer shall deliver the Purchase Price to the Seller as provided in Section 2 hereof.

(c) The Buyer and the Seller shall duly execute such certificates and documents and any consents as may be required to effectuate the transactions contemplated by this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller makes no representations or warranties with respect to the Tradename. The Tradename is being sold "as is" and "where is," without representation or warranties of any kind, nature or description by the Debtor or its estate.

5. REPRESENTATIONS AND WARRANTIES OF THE BUYER.

The Buyer represents and warrants to the Seller as follows:

5.1 Organization and Standing of Buyer. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of PENNSYLVANIA. The Buyer has full power and authority under its charter and governance documents and under applicable laws to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

5.2 Corporate Approval; Binding Effect. The Buyer has obtained all necessary corporate authorizations and approvals required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer (assuming due execution and delivery by the Seller) and constitutes the legal, valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms.

5.3 Financial Feasibility. The Buyer has sufficient funds available to pay Seller the Purchase Price for the Tradename at the Closing and in accordance with the terms of this Agreement.

5.4 Non-Contravention. Neither the execution and delivery of this Agreement by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby will

constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any liens upon any property of the Buyer pursuant to (a) its Certificate of Incorporation and Bylaws; (b) any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties are bound, or to which the Buyer is subject; or (c) any statute or any judgment, decree, order, regulation or rule of any court or governmental authority affecting the Buyer.

5.5 Governmental Consents. There are no consents, approvals or authorizations of, registrations, qualifications or filings with, governmental agencies or authorities necessary in connection with the execution and delivery of this Agreement by the Buyer or for the consummation by the Buyer of the transactions contemplated hereby.

5.6 Litigation, Etc. There are no actions, suits, proceedings or investigations pending or threatened against Buyer which question the validity of this Agreement or challenge any of the transactions contemplated hereby.

5.7 Independent Inspection. Buyer has had an opportunity to review the Tradename before making its offer and has relied solely on its own investigation, inspection and review of the Tradename in making its offer.

6. CONDITIONS PRECEDENT

The obligation of the Buyer and Seller to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the condition that the Bankruptcy Court shall have approved the within Agreement and authorized the sale of the Tradename to the Buyer, after a hearing and opportunity for competitive bidding. Buyer expressly acknowledges that higher or

better offers may be made and approved at such hearing, thereby nullifying this Private Sale Agreement.

8. GENERAL

8.1 Notices. All notices, demand or other communications hereunder shall be in writing or written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written facsimile transmission, as follows:

If to the Seller, to:

Herman's Sporting Goods, Inc.
2 Germak Drive
Carteret, NJ 07008
Attn: Thomas J. Noonan, Jr.
Telecopy: 908-969-4225

with a copy sent contemporaneously to:

Crummy, Del Deo, Dolan,
Griffinger & Vecchione
A Professional Corporation
One Riverfront Plaza
Newark, NJ 07102-5497
Attn: Paul R. DeFilippo, Esq.
Telecopy: 973-596-0545

If to the Buyer, to:

REDA SPORTS, INC.
110 MAIN ST.
EASTON, PA 18042
Attn: SCOTT REDA
Telecopy: 610-258-4342

with a copy sent contemporaneously to:

LAUS, SEIDEL, COHEN & HOF
8 CENTRE SQUARE
EDISON, PA 18042
Attn: DANIEL E. COHEN
Telecopy: 610-258-0790

8.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties which supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by the parties hereto.

8.3 **Governing Law.** The validity and construction of this Agreement shall be governed by internal laws (and not the principles of conflict of laws) of the State of New Jersey. The parties consent to the jurisdiction of the Bankruptcy Court to resolve any and all disputes under this Agreement.

8.4 **Headings.** The headings of sections and subsections are for reference only and shall not control the meaning thereof.

8.5 **Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement, nor the obligations of any party hereunder, shall be assignable or transferable by any such party without the prior written consent of the other party hereto.

8.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

REDA SPORTS GROUP
Crummy, Del Deo

6102586342
11/25/97

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date and year first above written.

**HERMAN'S SPORTING GOODS, INC.,
DEBTOR**

By: Thomas J. Noonan, Jr.
Thomas J. Noonan, Jr.
Responsible Person

BUYER: REDA SPORTS, INC.

By: Scott Reda
Scott Reda

PRIVATE SALE AGREEMENT

THIS PRIVATE SALE AGREEMENT, entered into as of the 24th day of November, 1997, by and between **HERMAN'S SPORTING GOODS, INC.**, a Delaware corporation, a Chapter 11 debtor, with its principal place of business at 2 Germak Drive, Carteret, New Jersey 07008 (hereinafter called "Seller"), and Rosa Sports, Inc. 110 Main St.
Attention: Scott Rosen (hereinafter called ("Buyer")). West Easton, PA
18042

WHEREAS, Seller was a full-line sporting goods retailer (the "Business"); and

WHEREAS, on April 26, 1996, Seller commenced Case No. 96-33538 (the "Proceeding") under Chapter 11, Title 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and

WHEREAS, on September 25, 1997, the Bankruptcy Court entered the Consent Order (a) Authorizing Debtor to Enter Into Private Sale Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, (c) Scheduling and Approving Terms and Conditions of Private and Auction Sale Hearing, (d) Approving Manner and Extent of Advertising for Private Bids and Auction, and (e) Approving Sales of Names and Marks Which Debtor Submits as Private Sale Agreements or as Highest Bid at Auction (the "September 25 Order"); and

WHEREAS, on October 22, 1997, the Bankruptcy Court entered the Consent Order Fixing Private Bid Deadline, Rescheduling Auction and Approving Amended Publication Notice in Furtherance of Consent Order (a) Authorizing Debtor to Solicit and Enter Into Private Sale

Agreements for Tradenames and Trademarks, Subject to Higher and Better Offers, (b) Scheduling Auction at Which Debtor May Sell Any Tradenames and Trademarks Not Sold by Private Sale Agreement, Etc., Filed on September 25, 1997 (the "October 22 Order" and, together with the September 25 Order, the "Orders"); and

WHEREAS, the Orders were issued with respect to the transaction contemplated herein; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and conditions contained herein, the following tradename(s) and trademark(s), together with all the tradename and trademark rights and licenses associated therewith (hereinafter, the "Tradename"):

All Tradenames not otherwise
sold at the hearing
conducted on 12/17/97

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Buyer and the Seller agree as follows:

1. **PURCHASE AND SALE.**

1.1 **Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, at the Closing referred to herein, the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, all the right, title and interest of the Seller in and to the Tradename.

2. **PURCHASE PRICE.**

2.1 **Amount.** The purchase price for the Tradename (the "Purchase Price") shall be the sum of Five Hundred Dollars (\$ 500.⁰⁰) in immediately available funds.

2.2 **Payment of Purchase Price.** The Purchase Price shall be paid by the Buyer to Seller at the Closing (hereinafter defined).

3. **CLOSING.**

3.1 **Time and Place.** The closing of the sale of the Tradename (the "Closing") shall be held at the offices of Crummy, Del Deo, Dolan, Griffinger & Vecchione, One Riverfront Plaza, Newark, New Jersey 07102-5497, and shall occur on the first business day after the conclusion of the hearing to approve the within Agreement. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date."

3.2 **Transactions at Closing.** At the Closing:

(a) The Seller shall duly execute and deliver to the Buyer a bill of sale ("Bill of Sale") and such other certificates of title and other instruments of assignment of transfer with respect to the Tradename as the Buyer may reasonably request and as may be necessary to vest in the Buyer all of the Seller's right, title and interest in and to the Tradename, free and clear of all liens, claims and encumbrances, if any, of the Seller.

(b) The Buyer shall deliver the Purchase Price to the Seller as provided in Section 2 hereof.

(c) The Buyer and the Seller shall duly execute such certificates and documents and any consents as may be required to effectuate the transactions contemplated by this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller makes no representations or warranties with respect to the Tradename. The Tradename is being sold "as is" and "where is," without representation or warranties of any kind, nature or description by the Debtor or its estate.

5. REPRESENTATIONS AND WARRANTIES OF THE BUYER.

The Buyer represents and warrants to the Seller as follows:

5.1 Organization and Standing of Buyer. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania. The Buyer has full power and authority under its charter and governance documents and under applicable laws to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

5.2 Corporate Approval; Binding Effect. The Buyer has obtained all necessary corporate authorizations and approvals required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Buyer (assuming due execution and delivery by the Seller) and constitutes the legal, valid and binding obligation of Buyer, enforceable against the Buyer in accordance with its terms.

5.3 Financial Feasibility. The Buyer has sufficient funds available to pay Seller the Purchase Price for the Tradename at the Closing and in accordance with the terms of this Agreement.

5.4 Non-Contravention. Neither the execution and delivery of this Agreement by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby will

constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any liens upon any property of the Buyer pursuant to (a) its Certificate of Incorporation and Bylaws; (b) any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties are bound, or to which the Buyer is subject; or (c) any statute or any judgment, decree, order, regulation or rule of any court or governmental authority affecting the Buyer.

5.5 Governmental Consents. There are no consents, approvals or authorizations of, registrations, qualifications or filings with, governmental agencies or authorities necessary in connection with the execution and delivery of this Agreement by the Buyer or for the consummation by the Buyer of the transactions contemplated hereby.

5.6 Litigation, Etc. There are no actions, suits, proceedings or investigations pending or threatened against Buyer which question the validity of this Agreement or challenge any of the transactions contemplated hereby.

5.7 Independent Inspection. Buyer has had an opportunity to review the Tradename before making its offer and has relied solely on its own investigation, inspection and review of the Tradename in making its offer.

6. CONDITIONS PRECEDENT.

The obligation of the Buyer and Seller to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of the condition that the Bankruptcy Court shall have approved the within Agreement and authorized the sale of the Tradename to the Buyer, after a hearing and opportunity for competitive bidding. Buyer expressly acknowledges that higher or

better offers may be made and approved at such hearing, thereby nullifying this Private Sale Agreement.

8. **GENERAL.**

8.1 **Notices.** All notices, demand or other communications hereunder shall be in writing or written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written facsimile transmission, as follows:

If to the Seller, to:

Herman's Sporting Goods, Inc.
2 Germak Drive
Carteret, NJ 07008
Attn: Thomas J. Noonan, Jr.
Telecopy: 908-969-4225

with a copy sent contemporaneously to:

Crummy, Del Deo, Dolan,
Griffinger & Vecchione
A Professional Corporation
One Riverfront Plaza
Newark, NJ 07102-5497
Attn: Paul R. DeFilippo, Esq.
Telecopy: 973-596-0545

If to the Buyer, to:

Reala Sports, Inc
110 Main St.
Easton, PA 18042
Attn: Scott Reala
Telecopy: 610-258-6342

with a copy sent contemporaneously to:

Laufer, Seidel, Cohen & Hof
8 Centre Square
Levittown, PA 19042
Attn: Daniel E. Cohen
Telecopy: 610-258-0390

8.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties which supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by the parties hereto.

8.3 **Governing Law.** The validity and construction of this Agreement shall be governed by internal laws (and not the principles of conflict of laws) of the State of New Jersey. The parties consent to the jurisdiction of the Bankruptcy Court to resolve any and all disputes under this Agreement.

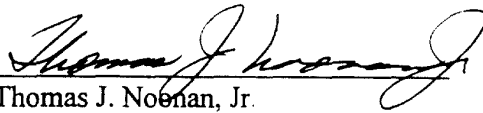
8.4 **Headings.** The headings of sections and subsections are for reference only and shall not control the meaning thereof.

8.5 **Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement, nor the obligations of any party hereunder, shall be assignable or transferable by any such party without the prior written consent of the other party hereto.

8.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date and year first above written.

**HERMAN'S SPORTING GOODS, INC.,
DEBTOR**

By: 
Thomas J. Noonan, Jr.
Responsible Person

[BUYER]
By: 