

04-17-2002

U.S. Department of Commerce
Patent and Trademark Office

3/28/02



To the Honorable Commissioner of Patents and Trademarks, Office

102057184

1. Name of conveying party(ies)
Daniel Chantre and Nathan L. Gordon

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

Name and address of receiving party(ies):
 Name: **University of Southern California**
 Internal Address:
 Street Address: **University Park, ADM 352**
 City: **Los Angeles** State: **CA** Zip: **90089-5013**

Individual(s) citizenship
 Association
 General Partnership:
 Limited Partnership:
 Corporation - State: **California non-profit corporation**
 Other

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **March 18, 2002**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation 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): **76/017829 and 76/018861**
 Additional numbers attached? Yes No

B. Trademark Registration No.(s):
 Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Name: **Mandy Robertson-Bora**
 Internal Address: **Gibson, Dunn & Crutcher LLP**
Suite 4000
 Street Address: **2029 Century Park East**
 City **Los Angeles** State **CA** Zip **90067**

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41): \$ **65.00**
 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

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.

Mandy Robertson-Bora
 Name of Person Signing

Mandy Robertson-Bora
 Signature

March 28, 2002
 Date

Total number of pages including cover sheet, attachments and document: **5**

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Assignment Division
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

16/2002 11/11/02 00000027 76017829
 FC:481
 FC:482

ASSIGNMENT OF TRADEMARKS

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into by Luis Daniel Chantre, (a.k.a. "Daniel Chantre"), a U.S. individual having an address of 1818 Hardison Place, South Pasadena, California 91030-2221, and Nathan L. Gordon, a U.S. individual having an address of 909 West 30th Street, Los Angeles, CA 90007² (collectively "Assignors" and each individually "Assignor"), as assignor(s), in favor of the University of Southern California ("USC"), a California non-profit corporation located at University Park, ADM 352, Los Angeles, California, 90089-5013 ("Assignee"), as assignee, with reference to the following facts and circumstances.

Daniel Chantre and Nathan Gordon have alleged that they are the owners of the trademarks "FIGHT ON," "SPIRIT OF TROY," "MEN OF TROY," "WOMEN OF TROY," "TROY GEAR," and the Warrior Design Mark (collectively termed by Assignors as the "Collection of Troy"). Hereafter, the term "Mark" shall mean and include all trademarks used or applied for by Assignors, either jointly or individually, at any time, which include the phrases "FIGHT ON," "SPIRIT OF TROY," "MEN OF TROY," "WOMEN OF TROY," "TROY GEAR," "COLLECTION OF TROY," "TROY," or the likeness of the Warrior Design Mark, including, without limitation, (i) the marks covered by federal and state applications and registrations identified below; (ii) the word marks "FIGHT ON," "SPIRIT OF TROY," "MEN OF TROY," "WOMEN OF TROY," "TROY GEAR," "COLLECTION OF TROY," and "TROY," and any stylization thereof; (iii) the Warrior design mark and any variation thereof; and/or (iv) any variation or derivative of the Marks, or any mark confusingly similar to any of the Marks.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors, both jointly and separately, hereby sell, assign, convey, grant and transfer to the University of Southern California, a California non-profit corporation, and its successors and assigns ("Assignee"), in perpetuity, all right, title and interest of Assignors and each of them, and Assignors' and each of their affiliates, throughout the universe, in and to the Marks, along with any and all of the goodwill associated with and represented and symbolized

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- ² Chantre and Gordon acknowledge that they filed U.S. trademark applications in the name of The Daniel Chantre and Nathan Gordon Partnership, and that they have subsequently notified the USPTO that the U.S. trademark applications are intended to be owned by Chantre and Gordon as co-applicants. To the extent that this notice is ineffective or that The Daniel Chantre and Nathan Gordon Partnership retains any rights in the U.S. applications for any reason, Chantre and Gordon agree that this assignment is binding upon the The Daniel Chantre and Nathan Gordon Partnership to the same extent as it would otherwise be upon Chantre and Gordon individually and that the partnership is the Assignor herein.

by the Marks, including but not limited to all rights to the following individual Marks and associated applications/registrations:

FEDERAL TRADEMARKS

Trademark	Application Serial No.	Owners/Assignors
FIGHT ON	76/017829	The Daniel Chantre and Nathan Gordon Partnership; Daniel Chantre and Nathan Gordon
SPIRIT OF TROY	76/018861	The Daniel Chantre and Nathan Gordon Partnership; Daniel Chantre and Nathan Gordon

CALIFORNIA STATE TRADEMARKS

Trademark	Registration No.	Owner(s)/Assignor(s)
FIGHT ON	106187	Daniel Chantre and Nathan Gordon
FIGHT ON	106706	Daniel Chantre
SPIRIT OF TROY	106274	Daniel Chantre
Warrior Design	106417	Nathan Gordon

Assignors, jointly and individually, hereby grant and agree that Assignee may obtain or cause to be obtained registrations of the Marks and renewals thereof in the United States, any State thereof and throughout the world, whether or not referred to herein, in Assignee's name as trademark proprietor, and hereby assign to Assignee any and all rights which Assignor(s) may have during any and all original and renewal terms of the Marks, throughout the world, including, without limitation, all causes of action for any and all infringement of the rights being assigned hereby and the right to retain the proceeds from such infringement claims. Assignee is hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any nature under or concerning the Marks, and any applications, registrations and renewals thereof, in its own name as trademark proprietor.

Assignors, jointly and individually, agree to take such further actions and execute and deliver such additional documents as Assignee may reasonably request from time to time in order to effectuate the foregoing.

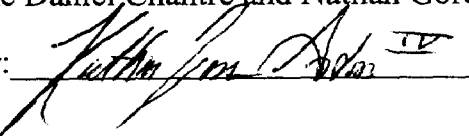
Dated: 3/10/02

Luis Daniel Chantre, an individual, and partner of
The Daniel Chantre and Nathan Gordon Partnership

By: 

Dated: 3/18/2002

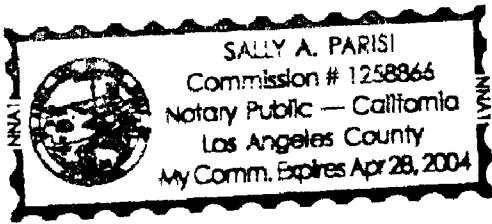
Nathan L. Gordon, an individual, and partner of
The Daniel Chantre and Nathan Gordon Partnership

By: 

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 18, 2002, before me, Sally A. Parisi, a Notary Public in and for said County and State, personally appeared Luis Daniel Chantre, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Sally A. Parisi
Notary Public in and for said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 18, 2002, before me, Sally A. Parisi, a Notary Public in and for said County and State, personally appeared Nathan L. Gordon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Sally A. Parisi
Notary Public in and for said County and State