

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|-----------------------|--|

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|--|-------------------------------|-----------------------|---------------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fleet Capital Corporation d/b/a Fleet Capital Business Finance Group | Summit Business Capital Group | 06/15/2004 | CORPORATION: RHODE ISLAND |

| | |
|------------------------|---|
| RECEIVING PARTY DATA | |
| Name: | Cavden Group Limited |
| Street Address: | Unit 5, Mountheath Industrial Park, George Street |
| City: | Prestwich, Manchester |
| State/Country: | UNITED KINGDOM |
| Postal Code: | M259WB |
| Entity Type: | English corporation: UNITED KINGDOM |

| | | |
|---------------------------|---------------|------------------|
| PROPERTY NUMBERS Total: 4 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 1110924 | PATRICK |
| Registration Number: | 1322256 | |
| Registration Number: | 1392430 | P PATRICK |
| Registration Number: | 1615010 | |

| | |
|--|---|
| CORRESPONDENCE DATA | |
| Fax Number: | (212)956-2164 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Email: | chs@robinsonbrog.com |
| Correspondent Name: | Colette H. Stanford, Esq. |
| Address Line 1: | 1345 Avenue of the Americas, 31st Floor |
| Address Line 4: | New York, NEW YORK 10105 |

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|-------------------------|-------|
| ATTORNEY DOCKET NUMBER: | 49875 |
|-------------------------|-------|

| | |
|-------------------------|-------------------------|
| DOMESTIC REPRESENTATIVE | |
| Name: | Neil S. Goldstein, Esq. |

OP \$115.00 1110924

Address Line 1: 1345 Avenue of the Americas, 31st Floor

Address Line 4: New York, NEW YORK 10105

NAME OF SUBMITTER:

Colette H. Stanford, Esq.

Total Attachments: 9

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TRADEMARK AND ADDITIONAL RIGHTS ASSIGNMENT

THIS TRADEMARK AND ADDITIONAL RIGHTS ASSIGNMENT is made this 15 day of June, 2004, by Fleet Capital Corporation, f/n/a Summit Business Capital Corp. D/B/A Fleet Capital-Business Finance Group, with an office located at 750 Walnut Avenue, Cranford, New Jersey 07016 ("Assignor") to Cavden Group Limited, an English corporation, located at Unit 5, Mountheath Industrial Park, George Street, Prestwich, Manchester, M259WB, England ("Assignee").

WHEREAS, Assignor has a perfected security interest in certain personal property of Reda Sports, Inc., ("Debtor") including but not limited to the registered trademarks identified on Exhibit A annexed hereto and made a part hereof (collectively, the "Trademarks"); and the additional assets originally acquired by Debtor from Patrick License A/S, identified on Exhibit A-1 annexed hereto and made a part hereof (collectively, the "Additional Rights");

WHEREAS, the indebtedness secured by the Trademarks and the Additional Rights is in default, and Assignor has the right to foreclose upon and assign said Trademarks and the Additional Rights pursuant to Section 9-610 of the Uniform Commercial Code as enacted and as amended in the State of New Jersey (the "Code");

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, the Trademarks, and the Additional Rights pursuant to this Assignment;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration more particularly described in that certain Agreement of even date executed and delivered by Assignee and Assignor and others, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 9-610 of the Code, Assignor does hereby grant, bargain, sell, assign, transfer and convey unto Assignee, its successors and assigns, all right, title and interest of Debtor in and to the Trademarks including, without limitation, all of the goodwill of the business associated therewith, described on Exhibit A hereto and all right, title and interest of Debtor in and to the Additional Rights described in Exhibit A-1 hereto, upon and subject to the terms described herein.

ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, WITH RESPECT TO THE TRADEMARKS AND ADDITIONAL RIGHTS UNLESS AND EXCEPT AS EXPRESSLY SET FORTH HEREIN. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS OR THE ADDITIONAL RIGHTS UNLESS AND EXCEPT AS EXPRESSLY SET FORTH HEREIN.

ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALY, OR CONSEQUENTIALY BY THE TRADEMARKS AND ADDITIONAL RIGHTS OR PRODUCTS IN ANY WAY RELATED THERETO, BY ANY INADEQUACY OF THE TRADEMARKS AND ADDITIONAL RIGHTS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNOR'S OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS ASSIGNMENT OR THE TRADEMARKS AND ADDITIONAL RIGHTS.

ASSIGNEE ACKNOWLEDGES THAT: (i) THE TRADEMARKS AND THE ADDITIONAL RIGHTS BEING ASSIGNED PURSUANT TO THIS ASSIGNMENT MAY BE SUBJECT TO ONE OR MORE LICENSE AGREEMENTS OR SIMILAR AGREEMENTS AND THAT THE ASSIGNMENT OF SUCH TRADEMARKS AND ADDITIONAL RIGHTS MAY BE SUBJECT TO ALL TERMS AND CONDITIONS THEREOF; (ii) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE RELATING THERETO; (iii) ASSIGNOR SHALL HAVE NO LIABILITY OR

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OBLIGATION THEREFOR OR THEREUNDER AND (iv) ASSIGNOR DID NOT FILE OR RECORD ANY DOCUMENTATION WITH THE APPLICABLE CANADIAN OR MEXICAN AUTHORITIES TO PERFECT OR OTHERWISE NOTIFY INTERESTED PARTIES OF ASSIGNOR'S SECURITY INTEREST IN AND TO THE TRADEMARKS AND ADDITIONAL RIGHTS.

ASSIGNEE ACKNOWLEDGES THAT: (i) ASSIGNOR HAS NOT PERFORMED ANY SEARCHES (OTHER THAN UNIFORM COMMERCIAL CODE SEARCHES) TO DETERMINE THE EXISTENCE OF ANY OTHER SECURED PARTIES WITH RESPECT TO THE TRADEMARKS IDENTIFIED ON EXHIBIT A AND/OR THE ADDITIONAL RIGHTS IDENTIFIED IN EXHIBIT A-1 ANNEXED HERETO; (ii) ASSIGNEE HAS EITHER CONDUCTED SUCH OTHER SEARCHES AS IT DEEMS NECESSARY AND APPROPRIATE TO DETERMINE THE EXISTENCE OF ANY SUCH SECURED PARTIES OR HAS HAD AN OPPORTUNITY TO DO SO, BUT HAS ELECTED NOT TO DO SO; (iii) ASSIGNOR HAS NOT SENT A NOTIFICATION OF DISPOSITION TO ANY PERSON OR ENTITY THAT MAY HAVE A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY WHOSE EXISTENCE MAY HAVE BEEN DETERMINED AS A RESULT OF SUCH OTHER SEARCHES; AND (iv) IT IS SATISFIED AS TO THE OWNERSHIP AND LIEN STATUS OF SUCH INTELLECTUAL PROPERTY.

Assignee agrees to be responsible for all taxes, liens, charges, and encumbrances that are now existing or hereafter are incurred, assessed or imposed on the Trademarks and/or the Additional Rights (except for the liens and security interests of Assignor in and to the Trademarks and in and to the Additional Rights, and except for any security interests and/or liens subordinate to that of Assignor) or as a result of the ownership or sale of the Trademarks and the Additional Rights.

Signature Page Follows:

IN WITNESS WHEREOF, Assignor has executed this instrument on the date first above written.

ASSIGNOR: Fleet Capital Corporation, f/k/a Summit
Business Capital Corp. d/b/a Fleet Capital-Business Finance
Group

By: Frank H. D'Alto
Name: Frank H. D'Alto
Title: Sr. Vice President

AGREED TO:

ASSIGNEE: Cavden Group Limited

By: _____
Name: _____
Title: _____

Acknowledged and Consented to
This ____ day of June, 2004

PATRICK LICENSE A/S

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has executed this instrument on the date first above written.

ASSIGNOR: Fleet Capital Corporation, f/k/a Summit
Business Capital Corp. d/b/a Fleet Capital-Business Finance
Group

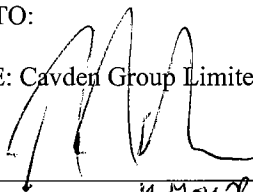
By: _____

Name: Frank H. D'Alto

Title: Sr. Vice President

AGREED TO:

ASSIGNEE: Cavden Group Limited

By:  _____

Name: H. Moner

Title: Director

Acknowledged and Consented to
This ____ day of June, 2004

PATRICK LICENSE A/S

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor has executed this instrument on the date first above written.

ASSIGNOR: Fleet Capital Corporation, f/k/a Summit
Business Capital Corp. d/b/a Fleet Capital-Business Finance
Group

By: _____

Name: Frank H. D'Alto

Title: Sr. Vice President

AGREED TO:

ASSIGNEE: Cavden Group Limited

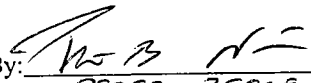
By: _____

Name: _____

Title: _____

Acknowledged and Consented to
This 15 day of June, 2004

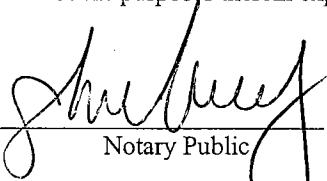
PATRICK LICENSE A/S

By: 
Name: PETER BESKE NIELSEN
Title: MANAGING DIRECTOR

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.:
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on this 9th day of June, 2004, before me, the subscriber, personally appeared Frank H. D'Alto, who I am satisfied is a Senior Vice President of Fleet Capital Corporation and who executed the within Assignment on behalf of such banking association and thereupon acknowledged that he signed, sealed and delivered the same as the voluntary act and deed of such banking association for the purposes therein expressed.



Notary Public

SHARON ROONEY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/27/2005

STATE OF NEW JERSEY)
) SS.:
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on this 8th day of June, 2004, before me, the subscriber, personally appeared Howard Moker, who I am satisfied is a Director of Cavden Group Limited, an English corporation and who executed the within Assignment on behalf of such corporation and thereupon acknowledged that he/she signed, sealed and delivered the same as the voluntary act and deed of such corporation for the purposes therein expressed.



Notary Public
NICHOLAS R. CAPUTO
Notary Public, State of New York
No. 02CA6026509
Qualified in Kings County
Commission Expires June 14, 2007

EXHIBIT A

Trademarks

UNITED STATES TRADEMARKS

| <u>TRADEMARK</u> | <u>REG. NUMBER</u> | <u>REG. DATE</u> | <u>CLASS</u> |
|--|--------------------|------------------|--------------|
| PATRICK | 1110924 | 1-9-79 | 18,28 |
| TWO STRIPE DESIGN | 1322256 | 2-26-85 | 25 |
| PATRICK P LOGO DESIGN OF TWO HANDS ON SHOE | 1392430 | 5-6-86 | 25, 28 |
| THREE TRIANGLE DESIGN | 1615010 | 9-25-90 | 28 |

CANADIAN TRADEMARK REGISTRATIONS

| <u>TRADE MARK</u> | <u>REG NUMBER</u> | <u>REG DATE</u> | <u>CLASS</u> | <u>SERIAL NO.</u> |
|-------------------|-------------------|-----------------|--------------|-------------------|
| P Stylized | 239 625 | 2-21-80 | 25, 28 | 413,388 |
| Patrick | 278 944 | 4-22-83 | 18 | 455,211 |

MEXICAN TRADEMARK REGISTRATIONS

| <u>TRADE MARKS</u> | <u>REG NUMBER</u> | <u>REG DATE</u> | <u>CLASS</u> |
|--------------------------|-------------------|-----------------|--------------|
| Patrick & Stylized P | 325 125 | 10-25-85 | 3 |
| Patrick Stylized P | 326 060 | 10-25-85 | 22 |
| Patrick & Stylized P | 346 778 | 10-25-85 | |
| Inclined 2 Stripe Design | TO BE FILED | | 25 |

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EXHIBIT A-1

ADDITIONAL RIGHTS

1. Trade names, logotypes, trademarks (other than as described in Exhibit A) all as acquired by Reda Sports, Inc. ("Reda") from Patrick License A/S ("Patrick") pursuant to an agreement dated April 12, 2001 (the "Patrick/Reda Agreement").
2. Rights to register the same or similar marks as described in Exhibit A and in paragraph 1 above, to the extent not registered.
3. The exclusivity provisions of Paragraph II A of the Patrick/Reda Agreement.
4. The TRADEMARK PROTECTION AGREEMENT referred to in Paragraph II B of the Patrick/Reda Agreement.
5. The Representation and Warranties of Patrick contained in Paragraph X of the Patrick/Reda Agreement.
6. All of Reda's present and future good will of the business associated with and limited to the Trademarks (as defined in the Assignment to which this schedule is attached) and/or renewals thereof, and the business, franchise, licenses and contract rights, if any, associated with and limited to the Trademarks and/or renewals thereof..
7. All other rights, if any, acquired by Reda from Patrick pursuant to the Patrick/Reda Agreement.

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