

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
InGear Corporation		01/24/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wal-Mart Stores, Inc.		
Street Address:	702 S.W. 8th St.		
City:	Bentonville		
State/Country:	ARKANSAS		
Postal Code:	72716-0520		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2476202	PROTEGE	
CORRESPONDENCE DATA			
Fax Number:	(479)277-5889		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	479-204-8252		
Email:	ustm@walmartlegal.com		
Correspondent Name:	Wal-Mart Stores, Inc.		
Address Line 1:	702 S.W. 8th St.		
Address Line 4:	Bentonville, ARKANSAS 72716-0520		
NAME OF SUBMITTER:	Stacey J. Johnson		
Signature:	/sjj/		
Date:	08/25/2005		

OP \$40.00 2476202

Total Attachments: 3
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TRADEMARK ASSIGNMENT

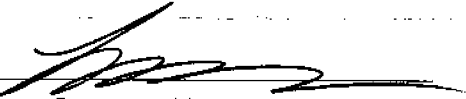
WHEREAS, InGear Corporation ("ASSIGNOR"), an Illinois corporation having a principal place of business at 650 Lake Cook Road, Buffalo Grove, Illinois 60089, owns all right, title, and interest in and uses the trademark set forth on the attached Schedule A, including all registrations and/or applications and all rights at common law, all of which are valid and subsisting (hereinafter the "MARK");

WHEREAS, Wal-Mart Stores, Inc. ("ASSIGNEE"), a Delaware corporation having a principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas 72716, is desirous of acquiring all of ASSIGNOR's right, title, and interest in and to the MARK.

NOW, THEREFORE, for the receipt of one (\$1) dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, intending to be legally bound, does hereby assign, transfer, grant, sell, and set over to ASSIGNEE: ASSIGNOR's entire right, title, and interest in and to the MARK throughout the world, together with the goodwill of ASSIGNOR's business in connection with which the MARK are used, and the full right to sue for past, present or future infringement of any of the MARK, all of these rights to be held and enjoyed by ASSIGNEE, its successors and assigns, as fully as the same would have been held and enjoyed by ASSIGNOR had this assignment not been made. For the consideration aforesaid, ASSIGNOR agrees that it will, upon request, and at ASSIGNEE's sole expense and at no expense to ASSIGNOR, execute additional lawful papers and generally do all other lawful acts reasonable and necessary to give effect to and to record this Assignment. ASSIGNOR warrants and represents (a) that it owns the unencumbered and complete right, title, and interest to the MARK, (b) that it possesses the unencumbered right and authority to grant this Assignment, (c) that there are no prior licenses or assignments concerning the MARK, (d) that to the best of ASSIGNOR's knowledge the MARK do not infringe the rights of any third party, (e) that to the best of ASSIGNOR's knowledge no claims, demands, or lawsuits have been asserted concerning the MARK, (f) that to the best of ASSIGNOR's knowledge the MARK have not been and are not currently being infringed by any third party, and (g) that ASSIGNOR does not own or use, has not applied for, and will not use or apply for any other trademarks, service marks, or trade dress identical or similar to the MARK.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be signed by its authorized representative effective as of the 24 day of January, 2005.

InGEAR Corporation
ASSIGNOR

By: 
Name: Larry Gutkin
Title: Chief Executive Officer

ACKNOWLEDGMENT

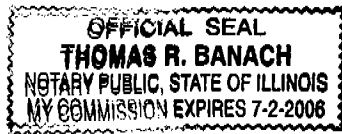
STATE OF Illinois)
)
COUNTY OF Lake) SS:

The foregoing instrument was acknowledged before me at Buffalo Grove, Illinois, this 24th day of July, 2005, by Larry Gutkin, the Chief Executive Officer of InGear Corporation, an Illinois corporation, on behalf of the corporation.


Notary Public

My Commission Expires:

(Notarial Seal)



SCHEDULE A

<u>MARK</u>	<u>Classification: Goods & Services</u>	<u>Serial No.</u>	<u>Registr. No.</u>	<u>Filing Date</u>	<u>Registr. Date</u>
Include copy of logo(s), where applicable, either below or by attachment PROTEGE	List the goods and/or services along with the International Classification for each Luggage and all-purpose sports bags in International Class 18.	75/569,181	2,476,202	10/13/1998	08/07/2001

TRADEMARK