

collective

FORM PTO-1594

Rev. 6-93

10-19-98 R

03-16-1999

FEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JMB No. 0651-0011 (exp. 4/94)



Tab settings

To the Honorable Commissioner of

100939568

Send original documents or copy thereof.

1998 OCT 17 PM 12:24

1. Name of conveying party(ies):

Karhu, U.S.A., Inc.
10 East 53rd Street
New York, NY 10022

10-19-98

- 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
- Merger
- Change of Name

40x Other Corrected Assignment to
correct assignee Reel and Frame:
Execution Date: October 17, 1997
1661/0036

2. Name and address of receiving party(ies)

Name: Wolverine Outdoors, Inc.

Internal Address: _____

Street Address: 9341 Courtland Dr., N.E.

City: Rockford State: MI ZIP: 49351

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- 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 patent number(s):

A. Trademark Application No.(s)

75/129152 75/129151
74/655230 74/660983

TM

B. Trademark Registration No.(s)

1356039 2041579 1779010
1912581 1337440 1751363
1917323 1835495 1987331

Additional numbers attached? Yes No 2002641

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

Name: James L. Scott

Internal Address: Warner Norcross & Judd

Street Address: 900 Old Kent Building

111 Lyon N.W.

City: Grand Rapids State: MI ZIP: 49503

6. Total number of applications and registrations involved: _____

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0457

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

DO NOT USE THIS SPACE

365E

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.

James L. Scott
Name of Person Signing

James L. Scott
Signature

10/15/98
Date

Total number of pages including cover sheet, attachments, and documents

REEL: 1821 FRAME: 0236

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Wolverine World Wide, Inc.
For : MERRELL MILLENNIUM M2 LOGO

Assistant Commissioner for Trademarks
Box ITU
2900 Crystal Drive
Arlington, Virginia 22202-3513

Applicant hereby appoints:

Warner Norcross & Judd LLP
Intellectual Property Practice Group
900 Old Kent Building
111 Lyon Street, N.W.
Grand Rapids, MI 49503-2487
(616) 752-2000

of which Charles E. Burpee, Janet P. Knaus, Norbert F. Kugele, William P. Dani, Daniel B. Ruble and James L. Scott are members of the bar of the State of Michigan to prosecute the applications to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificates of registration for the following applications:

Application No.:

75/129152
74/655230
74/698347
74/051088
75/129151
74/660983

and to transact any business in the Patent and Trademark Office in connection with the following trademark registrations:

Applicant : Wolverine World Wide, Inc.
Page : 2

Registration No.:

1356039
1912581
1917323
2041579
1337440
1835495
2002641
1779010
1751363
1987331

Date: _____

By Blake W. Krueger
Blake Krueger
Executive Vice President
General Counsel and Secretary

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and delivered as of October 17, 1997, by KARHU U.S.A., INC., a Vermont corporation having a place of business at c/o Mancuso and Company, 10 East 53rd Street, New York, NY 10022, ("Assignor"), to WOLVERINE OUTDOORS, INC., a Michigan corporation having a place of business at 9341 Courtland Drive N.E., Rockford, Michigan 49351 ("Assignee"), pursuant to the Purchase Agreement dated as of October 17, 1997 (the "Purchase Agreement"), among Assignor, and Assignee. All capitalized terms used but not defined in this Trademark Assignment will have the meaning ascribed to them in the Purchase Agreement.

The Purchase Agreement provides, among other things, for the sale and transfer by Assignor to Assignee of all of the right, title and interest that Assignor possesses and has the right to transfer in the Intellectual Property. This Trademark Assignment is made and delivered to perfect such sale and transfer to Assignee of certain of the Intellectual Property, free and clear of all Liens, except Permitted Liens.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which Assignors hereby acknowledge, Assignors hereby sell, convey, assign and transfer to Assignee, and Assignee's successors and assigns, all of the right, title and interest that Assignor possesses and has the right to transfer in the United States and in all foreign countries in, to and under the trademark registrations and applications identified in the attached Exhibit A, together with all related common law rights and the goodwill of the business symbolized thereby, together with all rights and privileges granted and secured thereby, including the right to sue and recover for past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and that of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignors if this Trademark Assignment and sale had not been made. Notwithstanding anything to the contrary contained herein, the rights assigned hereunder are hereby transferred free and clear of all Liens, except Permitted Liens.

This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles.

Nothing contained in this Trademark Assignment will in any way amend, supersede, rescind, waive or otherwise affect any provisions, including the representations, warranties, covenants, agreements and limitations, set forth in the Purchase Agreement, this Trademark Assignment being intended only to effect transfer of certain of the Intellectual Property to Assignee as provided in the Purchase Agreement.

Signed as of the date first written above.

WOLVERINE OUTDOORS, INC.

By: Blake W. Krueger
Its: V.P.

KARHU U.S.A., INC.

By: Miriam Taffel
Its: E.V.P.

1997.

Subscribed and sworn to before me this 17th day of October,

Matthew C. Lau

Notary Public
New York County, New York
My Commission Expires: Sept 8, 1998

MATTHEW C. LAU
Notary Public, State of New York
No. 4872278 New York
Qualified in Westchester County
Commission Expires September 8, 1998

EXHIBIT A**UNITED STATES****REGISTRATION NO.**

1356039
1912581
1917323
2041579
1337440
1835495
2002641
1779010

1751363
1987331

MARK

MERRELL
MERRELL FRONT RANGE
FRONT RANGE MERRELL
MERRELL & DIAMOND DESIGN
MERRELL (SCRIPT)
MERRELL (SCRIPT)
TAKES YOU WHERE YOU WANT TO GO
MERRELL WEATHER TIGHT
CONSTRUCTION & DESIGN
WTC & DESIGN
MERRELL 45° & DESIGN

APPLICATION NO.

75/129152
74/655230
74/698347
75/051088
75/129151
74/660983

MARK

MERRELL MILLENNIUM M2 & DESIGN
MERRELL QUATTRO
SPEED HIKER
MERRELL WEAR THEM OUT
MERRELL WEAR THEM OUT
MERRELL 45°

FOREIGN COUNTRIES**COUNTRY**

Canada
Benelux
China
China
Hungary
Israel
Israel
Japan
Mexico
Russia
South Korea
South Korea
Saudi Arabia
Taiwan
Taiwan
Canada

REGISTRATION NO.

254527
551542
865637
893179
145168
92781
92782
2560982
536886
150814
322228
331495
386/4
688178
688035
TMA467605

MARK

CONTACT
MERRELL
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MERRELL
MERRELL FRONT RANGE

Canada	TMA466898	MERRELL & DIAMOND DESIGN
Argentina	14798489	MERRELL (SCRIPT)
Austria	132652	MERRELL (SCRIPT)
Canada	TMA406721	MERRELL (SCRIPT)
Chile	394537	MERRELL (SCRIPT)
Finland	117397	MERRELL (SCRIPT)
France	1595188	MERRELL (SCRIPT)
Germany	2102001	MERRELL (SCRIPT)
Hong Kong	07227	MERRELL (SCRIPT)
Indonesia	363905	MERRELL (SCRIPT)
Italy	600822	MERRELL (SCRIPT)
Japan	2435407	MERRELL (SCRIPT)
Japan	2560982	MERRELL (SCRIPT)
Norway	156776	MERRELL (SCRIPT)
Saudi Arabia	386/4	MERRELL (SCRIPT)
Spain	1577618	MERRELL (SCRIPT)
Spain	1577619	MERRELL (SCRIPT)
Sweden	249184	MERRELL (SCRIPT)
Switzerland	382069	MERRELL (SCRIPT)
United Kingdom	B1436425	MERRELL (SCRIPT)
United Kingdom	B1436426	MERRELL (SCRIPT)
Canada	TMA457155	TAKES YOU WHERE YOU WANT TO GO
United Kingdom	2069317	MERRELL WEAR THEM OUT
Canada	468227	MERRELL 45° & DESIGN
<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>MARK</u>
Malaysia	95-06525	MERRELL
New Zealand	251798	MERRELL
Singapore	7335/95	MERRELL
South Africa	95/12012	MERRELL
Venezuela	1828495	MERRELL
Canada	842398	MERRELL MILLENNIUM M2 & DESIGN
Canada	777899	MERRELL QUATTRO
Argentina	1833994	MERRELL (SCRIPT)
Australia	668200	MERRELL (SCRIPT)
Brazil	818593920	MERRELL (SCRIPT)
Canada	785165	SPEEDHIKER
Canada	805838	MERRELL WEAR THEM OUT
Canada	834860	DUE A CURE
Canada	779274	MERRELL 45°

Canada	TMA466898	MERRELL & DIAMOND DESIGN
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Brazil	818593920	MERRELL (SCRIPT)
Canada	785165	SPEEDHIKER
Canada	805838	MERRELL WEAR THEM OUT
Canada	834860	DURE A CUIRE
Canada	779274	MERRELL 45°