

08-20-1999



HEET

TO: The Commissioner of Patents and Trademarks

101122056

document(s) or copy(ies).

**Submission Type**

New  
 Resubmission (Non-Recordation)

8-18-99

**Conveyance Type**

Assignment  
 Security Agreement  
 License  
 Nunc Pro Tunc

Assignment  
Effective Date  
Month Day Year

07/29/99

Document ID#

Correction of PTO Error  
Reel #  Frame #

Merger

Corrective Document  
Reel #  Frame #

Change of Name  
 Other

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship /State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)  
 Corporation  Association  
 Other

Citizenship/State of Incorporation/Organization

08/20/1999 MTHAI1 00000054 1486195

FOR OFFICE USE ONLY

490E

01 FC:481 40.00 DP  
02 FC:482 450.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded and required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

**Name**

**Address (line 1)**

**Address (line 2)**

**Address (line 3)**

**Address (line 4)**

**Correspondent Name and Address**

Area Code and Telephone Number

**Name**

**Address (line 1)**

**Address (line 2)**

**Address (line 3)**

**Address (line 4)**

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,486,195"/>	<input type="text" value="1,486,961"/>	<input type="text" value="1,655,156"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,795,107"/>	<input type="text" value="1,806,191"/>	<input type="text" value="1,832,786"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,845,671"/>	<input type="text" value="1,873,954"/>	<input type="text" value="1,905,031"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

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Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,955,348"/>	<input type="text" value="2,017,923"/>	<input type="text" value="2,095,488"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,110,106"/>	<input type="text" value="2,141,196"/>	<input type="text" value="2,172,971"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,183,899"/>	<input type="text" value="2,185,742"/>	<input type="text" value="2,189,525"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,193,514"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Schedule "A"**  
Starter Galt, Inc.

<u>Int'l Class</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
25	GALT SAND and Design	1,486,195	04/26/88
25	GALT SAND and Design	1,486,961	05/03/88
25	GREAT AMERICAN LAKES & TIMBER	1,655,156	08/27/91
25	HAT-HEAD	1,795,107	09/28/93
25	SNOWSHOE THOMPSON TRADING COMPANY	1,806,191	11/23/93
25	SPORT-ONE	1,832,786	04/26/94
25	S1 and Design	1,845,671	07/19/94
25	GALT SAND	1,873,954	01/17/95
25	FIELD EXCHANGE	1,905,031	07/11/95
25	GALT SAND and design	1,955,348	02/06/96
25	FOR THOSE WHO KNOW BETTER	2,017,923	11/19/96
25	BOGEY GOLF ASSOCIATION	2,095,488	09/09/97
25	WILDERNESS STATE UNIVERSITY	2,110,106	10/28/97
25	GS SPORT and Design	2,141,196	03/03/98
25	DANAGGERS	2,172,971	07/14/98
25	SNOWSHOE THOMPSON and Des.	2,183,899	08/25/98
25	SNOWSHOE THOMPSON TRADING COMPANY and Des.	2,185,742	09/01/98
25	GS SPORT	2,189,525	09/15/98
25	SPORT 1 FULL CONTACT WORLD READY BRAND and Des.	2,193,514	10/06/98

## U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made effective this 24<sup>th</sup> day of July, 1999 by Starter Galt, Inc. a Delaware corporation ("Assignor") to Official Starter LLC, a Delaware limited liability company ("Assignee"), as required by the Asset Purchase Agreement entered between Assignors and Assignee and Value City Department Stores, Inc., an Ohio corporation, on July 14, 1999 ("Asset Purchase Agreement"). Capitalized terms used and not defined herein have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, Assignor, having ongoing and existing businesses, has adopted and is currently using or own certain marks, and have agreed to assign to Assignee all of Assignor's right, title, and interest in and to all their domestic and foreign registered or unregistered trademarks, trade names, service marks, trade dress, trade styles, logos, domain names, pending applications for any of the foregoing, including, without limitation, intent to use applications and assumed names, included in the Trademarks or Intellectual Property Rights including, but not limited to those which are identified and set forth on Schedule A annexed hereto (collectively, "Marks") and the goodwill of the business of Assignor associated with the Marks.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND AND IN CONSIDERATION for one dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee, the Assignor's entire right, title and interest in and to the Marks, along with the goodwill of Assignor's business in connection with which the Marks are used, free and clear of any Encumbrance, and assign to and authorize Assignee to file or prosecute in its name, applications, in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Marks may be registered, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment, sale, and transfer not been made, together with income, royalties, damages, or payments due on the date hereof or thereafter, including, without limitation, all claims for damages or payments by reason or infringement or unauthorized use of the Marks, with the right to sue and collect same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representations.

Assignee, in acquiring the Marks and, in particular, the intent to use applications, is doing so intending to be the successor to that portion or the businesses of the respective Assignors to which the Marks pertain including, without limitation, the goodwill of the business associated therewith.

Assignor hereby covenants that it has the full right to convey the entire interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith, and it further covenants and agrees that it shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the

preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering any of the Marks; (ii) in the prosecution or defense of any opposition, interferences, infringement suits, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any fact relating to the Marks assigned herein and this Assignment; (iii) in obtaining additional trademark protection with respect to the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; (iv) in the implementation or perfection of this Assignment; (v) in the recordation of this Assignment with the United States Patent and Trademark Office and any governmental/recording office of any country or countries foreign to the United States in which assignments of trademarks are recorded; and (vi) in securing the transfer of any domain names assigned thereto.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue future trademark registrations, to issue to said Assignee the entire right, title and interest in any and all registrations, in accordance with the terms of this Assignment.

This Assignment shall be governed by and construed in accordance with the substantive law and rules of construction that are applied to the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.

STARTER GALT, INC.

By: *John C. Warfel*

Title: *Senior Vice President*

Date: *July 29, 1999*

STATE OF *New York* )  
 ) SS:  
COUNTY OF *New York* )

On this *29th* day of *July*, 1999, before me personally came *John C. Warfel*, to me known who, being duly sworn, did depose and say that he resides in the State of *Connecticut*; and that he signed his name thereto.

*John Turitzin*  
Notary Public  
JOHN TURITZIN  
Notary Public, State of New York  
No. 4852762  
Qualified in Westchester County  
Commission Expires 1/21/2000