ORM PTO-1618A Expires 06/30/99 OMB 0651-0027					TRADEMARK	
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TO: The Commis	sioner of Patents and Tra	10112	2057	Jocument(s) or	conv(ies)	
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New	9-18	77		ssignment	License	
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Conveying Part	у	Mark if a	dditional names of co	onveying parties atta	ched Execution Date Month Day Ye	
Name	Starter Corporation	 			07/29/99	
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Individual	General Partners	ship Limi	ted Partnership		ion Associatio	n
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Individual Other	General Partners		ted Partnership Delaware	Corporati	ion Associatio	n
Individual Other Citizenship	State of Incorporation		Delaware	Corporati		n
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Individual Other Citizenship Receiving Party Name	State of Incorporation	on/Organization	Delaware			n
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Other Citizenship Name DBA/AKA/TA Composed of	State of Incorporation Official Starter LLC	on/Organization	Delaware			n
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Individual Other Citizenship Receiving Party Name DBA/AKA/TA Composed of Address (line 1)	Official Starter LLC 1800 Moler Road Columbus	on/Organization	Delaware Mark if additional Ohio	names of receiving p	parties attached	n
Individual Other Citizenship Receiving Party Name DBA/AKA/TA Composed of Address (line 1) Address (line 2)	Official Starter LLC 1800 Moler Road Columbus	on/Organization	Delaware Mark if additional Ohio State	names of receiving p	parties attached 43207 Zip Code	
Individual Other Citizenship Receiving Party Name DBA/AKA/TA Composed of Address (line 1)	Official Starter LLC 1800 Moler Road Columbus	on/Organization	Delaware Mark if additional Ohio State	names of receiving p	43207 Zip Code If document to be recassignment and the	corded is a
Individual Other Citizenship Receiving Party Name DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)	Official Starter LLC 1800 Moler Road Columbus General Part	on/Organization	Delaware Mark if additional Ohio State	names of receiving p	Zip Code If document to be recassignment and the party is not domicile United States, an appara domestic represent	corded is a receiving d in the pointment of
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FORM PTO-1618E	3		U.S. Department of Commerce Patent and Trademark Office	
Expires 06/30/99 OMB 0651-0027	Pa	ge 2	TRADEMARK	
Domestic Repr	esentative Name and Address	Enter for the	first Receiving Party only.	
Name	Vorys, Sater, Seymour and Pease	LLP	. ,,	
Address (line 1)	Joseph R. Dreitler, Esq. (Legal Cou	insel)		
Address (line 2)	52 East Gay Street			
Address (line 3)	P.O. Box 1008			
Address (line 4)	Columbus, Ohio 43216-1008			
-	Nur	a Code and Telephone nber	(614) 464-6383	
Name	Vorys, Sater, Seymour & Pease L	.LP		
Address (line 1)	Joseph R. Dreitler, Esq. (Legal C	ounsel)		
Address (line 2)	52 East Gay Street			
Address (line 3)	P.O. Box 1008			
Address (line 4)	Columbus, Ohio 43216-1008			
Pages	Enter the total number of pages of document including any attachmen		# [10	
Trademark Ar	pplication Number(s) or Regi	istration Number(s)	Mark if additional numbers attached	
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	ark Application Number(s)		stration Number(s)	
75/644,500	75/564,237 75/557,182	1,175,308	1,210,630 1,478,788	
75/543,995	75/543,544 75/429,097	1,508,324	1,614,937 1,745,879	
75/424,643	75/404,480 75/395,064	1,751,356	1,780,399 1,789,472	
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Method o Deposit A	of Payment: Enclosed [Account			
(Enter for payment by deposit account or if additional fees can be charged to the account.) # Deposit Account Number:				
	Auth	orization to charge additional	fees: Yes 🗌 No 🗍	
Statement and	d Signature			
		cument. Charges to deposit ac		
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Name of	Person Signing	// Signature	Date Signed	

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Conveying Pa Enter Additional Con		es of conveying parties attached	Execution Date Month Day Year
Name	Starter Corporation		07/29/99
Formerly			
Individual	General Partnership Limited P	artnership 🔀 Corporati	on Association
Other			
Citizenship	State of Incorporation/Organization Dela	aware	
Receiving Par Enter Additional Rec		dditional names of receiving parties	attached
Name	Official Starter LLC		
DBA/AKA/TA			
Composed of			
Address (line 1)	1800 Moler Road		
Address (line 2)			
Address (line 3)	Columbus Ohio		43207
	City	State/Country	Zip Code
Individual Corporation Other		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.)
Citizenship/	State of Incorporation/Organization De	elaware	
Trademark Ap	plication Number(s) or Registration	Number(s) Mark if ad	ditional numbers attached
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	rk Application Number(s)		n Number(s)
75/333,931	75,329,287 75/352,206	1,793	
75/294,584	75/177,602 75/177,601	1,848,629 1,855	,236 1,880,671
74/468,405	74/428,320 74/374,974	1,883,003 1,890	,571 1,893,624
74/374,973	74/374,970 74/374,969	1,893,625	,659 1,896,998
		1,897,570 1,898	,402 1,906,920
		1,923,744	,858 2,041,401
		2,046,182 2,070	,084 2,105,473

FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office **TRADEMARK**

Conveying Pa Enter Additional Con		Execution Date Month Day Year
Name	Starter Corporation	07/29/99
Formerly]
Individual	General Partnership Limited Partnership Corporation	Association
Other		
Citizenship	State of Incorporation/Organization Delaware	
Receiving Par Enter Additional Rec		ed .
Name	Official Starter LLC	
DBA/AKA/TA		
Composed of		
Address (line 1)	1800 Moler Road	
Address (line 2)		
Address (line 3)	Columbus Ohio 43207	7
	Association is St do at:	Zip Code document to be recorded is an esignment and the receiving party not domiciled in the United tates, an appointment of a pomestic representative should be tached designation must be a separate occument from the Assignment.)
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	r the Trademark Application Number of the Registration Number (DO NOT ENTER BOTH num rk Application Number(s) Registration Nur	
Tidaon.a.	2,134,015 2,179,091	2,200,628
	2,209,298 2,211,889	2,247,531

U.S. TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made effective this 29th day of July, 1999 by Starter Corporation, 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'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,

TRADEMARK REEL: 001938 FRAME: 0820 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 CORPORATIO

Title: / SEDION VIET PRESIDE

STATE OF New York

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 Concession; and that he signed his name thereto.

Notary Public

JOHN TURITZIN Notary Public, State of New York No. 4852762

Qualified in Westchester County Commission Expires 1/21/2000

Schedule "A" STARTER CORPORATION (A DELAWARE CORP.)

Int'l Class	Trademark	Reg. No.	Reg. Date
25	STARTER	1,175,308	10/27/81
25	LETTER S and Design	1,210,630	09/28/82
5	STARTER S and Design	1,478,788	03/01/88
25	STARTER	1,508,324	10/11/88
25	S and Design	1,614,937	09/25/90
25	STARTER THE SYMBOL OF AMERICAN SPORTS and Design	1,745,879	01/12/93
25	STARTER IT STARTS WITH THE RIGHT ATTITUDE and Des.	1,751,356	02/29/93
25	LOOK FOR THE STAR	1,780,399	07/06/93
25	BULLPEN	1,789,472	08/24/93
25	STARTER LOOK FOR THE STAR and Design	1,793,726	09/21/93
25	IT STARTS WITH THE RIGHT ATTITUDE	1,822,845	02/22/94
25	E EASTPORT and Design	1,848,629	08/09/94
25	STARTER SPORT	1,855,236	09/20/94
25	IT'S UP TO YOU	1,880,671	02/28/95
25	FLIPSIDE and Design	1,883,003	03/07/95
25	"FLIPSIDE"	1,890,571	04/18/95
18	Star Design	1,893,624	05/09/95
18	S STARTER KIDS and Design	1,893,625	05/09/95
25	STARFIT and Design	1,893,659	05/09/95
25	STARTER	1,896,998	05/30/95
25	RUGGED TERRAIN	1,897,570	06/06/95
25	Shirt Design	1,898,402	06/06/95
25	Hat Design	1,906,920	07/18/95
25	TRI POWER	1,923,744	10/03/95
25	FIRST PICK	1,951,858	01/23/96
18	STARTER	2,041,401	02/25/97

Int'l Class	<u>Trademark</u>	Reg. No.	Reg. Date
25	RUGGED TERRAIN	2,046,182	03/18/97
14	S STARTER and Design	2,070,084	06/10/97
28	S STARTER and Design	2,105,473	10/14/97
16	S STARTER and Design	2,134,015	02/03/98
16	S STARTER and Design	2,179,091	08/04/98
25	S STARTER and Design	2,200,628	10/27/98
35	S STARTER and Design	2,209,298	12/08/98
25	TEK/370	2,211,889	12/15/98
25	S STARTER and Design	2,247,531	05/25/99

Pending Applications

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Int'l Class	<u>Trademark</u>	Serial No.	Filing Date	
25	S STARTER and Design	75/644,500	02/22/99	
25	CHERRY GROVE COUNTY CLOTHING COMPANY and Des.	75//564,237	10/02/98	
9	STARTER	75/557,182	09/21/98	
25	2 THOUSAND (Stylized)	75/543,995	08/31/98	
25	2000 (Stylized)	75/543,544	08/27/98	
29/30/32	S STARTER and Design	75/429,097	02/05/98	Pub. 11/10/98; NOA 2/2/99
25	LOST TERRITORY	75/424,643	01/28/98	Pub. 11/24/98; NOA 2/16/99
24	S STARTER and Design	75/404,480	12/12/97	Pub. 12/22/98; NOA 3/16/99
25	S1 and Design	75/395,064	11/24/97	Pub. 12/1/98; NOA 2/23/99
25	GAME RECOGNIZES GAME	75/333,931	07/31/97	Pub. 10/20/98; NOA 1/12/99
9	S STARTER and Design	75/329,287	07/23/97	Pub. 7/14/98; NOA 10/6/98
25	PACK TO PACK	75/352,206	09/05/97	Pub. 7/21/98; NOA 3/16/99
25	STARTER OVER BUFFS	75/294,584	05/19/97	Pub. 12/16/97; NOA 3/10/98
25	STARTER BALLGEAR	75/177,602	10/07/96	Pub. 6/3/97; NOA 8/26/97
25	BALLGEAR	75/177,601	10/07/97	Pub. 6/3/97; NOA 8/26/97; SOU Accepted 5/18/99
18	S STARTER and Design	74/468,405	12/10/93	Pub. 10/18/94
25	S STARTER RUGGED TERRAIN and Design	74/428,320	08/23/93	Pub. 3/21/95

Pending Applications

Int'l Class	<u>Trademark</u>	Serial No.	Filing Date	
25	S STARTER and Design	74/374,974	04/1/93	Pub. 12/14/93
25	S and Design	74/374,973	04/01/93	Pub.12/14/93
25	S STARTER KIDS and Des.	74/374,970	04/01/93	Pub. 3/8/94
25	Star Design	74/374,969	04/01/93	Pub. 2/7/95