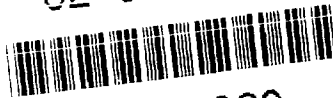


02-03-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-30-03 The North Face, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: The North Face Apparel Corp. Internal Address: 201 Baynard Building Street Address: 3411 Silverside Road City: Wilmington State: DE Zip: 19810 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: January 3, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/340,802 76/341,293; 76/234,314; B. Trademark Registration No.(s) 983,624; 2,109,256; 1,283,449; Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Helen L. Winslow Internal Address: The H.D. Lee Company, Inc. 201 Baynard Building Street Address: 3411 Silverside Road City: Wilmington State: DE Zip: 19810

6. Total number of applications and registrations involved: 24 7. Total fee (37 CFR 3.41): \$615.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

FINANCE SECTION JAN 3 PM 2:18

DO NOT USE THIS SPACE

9. Signature. Helen L. Winslow Name of Person Signing Helen L. Winslow Signature 1/29/03 Date

Total number of pages including cover sheet, attachments, and document: 8

02/03/2003 LHMJELLER 00000019 76340802

01 FC:8521 02 FC:8522

40.00 DP 575.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002662 FRAME: 0723

Assignment of Proprietary Rights in Trademarks from The North Face, Inc. ("Assignor") and The North Face Apparel Corp. ("Assignee") dated January 3, 2003.

Continuation of Item #4A

Continuation of Item #4B

78/191,162	1,292,277
76/305,722	1,634,159
76/223,997	1,102,407
76/224,009	1,030,071
76/330,722	2,096,011
78/024,726	2,049,739
78/024,730	2,300,758
78/024,727	2,097,715
	2,067,763
	1,395,702

**ASSIGNMENT OF PROPRIETARY RIGHTS
IN INTELLECTUAL PROPERTY**

ASSIGNMENT OF PROPRIETARY RIGHTS IN INTELLECTUAL PROPERTY (this "**Assignment**"), dated as of January 6, 2003, by The North Face, Inc., a Delaware corporation having its principal place of business at San Leandro, California (the "**Assignor**"):

WITNESSETH:

WHEREAS, the Assignor is the owner of the Intellectual Property, as defined hereinbelow;

WHEREAS, The North Face Apparel Corp., a Delaware corporation (the "**Assignee**"), having its principal place of business at Wilmington, Delaware, is desirous of acquiring the Assignor's entire right, title and interest in and to and under the Intellectual Property, as defined hereinbelow;

WHEREAS, the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property, as defined hereinbelow.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. The Assignor does hereby assign, transfer and convey to the Assignee and its successors and assigns forever, as of the date first above written, all of its right, title and interest, whether statutory or common law, in, to or arising under, all of its United States and foreign patents; patent applications, including the inventions disclosed therein; trademarks; trademark applications; service marks; service mark applications; and domain names, as well as all licenses (to the extent assignable) relating to all of the foregoing, including but not limited to the patents, patent applications, trademarks, and trademark applications listed on Schedule A attached hereto and further including with respect to all of the foregoing the right of enforcement with respect thereto, including all rights to sue or recover for the past infringement thereof, and any and all choses in action related thereto (collectively, the "Intellectual Property").
2. If any Intellectual Property is not registered or recorded in the name of the Assignor, the Assignor agrees to comply with Assignee's request to supply the documents required for the assignment of such Intellectual Property as a result of that Intellectual Property not being in the name of the Assignor.

3. At the request of the Assignee and without further consideration, the Assignor shall promptly execute and deliver to the Assignee such agreements, certificates and other instruments of sale, conveyance, assignment and transfer and take such other action as may be reasonably requested by the Assignee more effectively to sell, convey, assign and transfer to and vest in the Assignee (or to put the Assignee in possession of) any of the Intellectual Property. The Assignor shall assist the Assignee in registering and/or recording the Intellectual Property with the appropriate governmental entities in any jurisdiction requested by the Assignee.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflicts of law rules.

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be duly executed and its corporate seal to be hereunto affixed as of the day and year first above written.

THE NORTH FACE, INC.

By: Robert K. Shearer
Name: Robert K. Shearer
Title: Vice President

[SEAL]

TRADEMARK

REEL: 002662 FRAME: 0726

EXHIBIT A

Assignment of Proprietary Rights in Trademarks from The North Face, Inc. ("Assignor") and The North Face Apparel Corp. ("Assignee") dated January 3, 2003.

UNITED STATES

<u>MARK</u>	<u>REG. #</u>	<u>REG. DATE</u>	<u>CLASS</u>
THE NORTH FACE	983,624	05/14/1974	22, 25, 28
A5 and Design	2,109,256	10/28/1997	28
EXTREME	1,283,449	06/26/1984	25
EXTREME	1,292,277	08/28/1984	18
HYDROSEAL	1,634,159	02/05/1991	25
N Design	1,102,407	09/12/1978	42
N Design	1,030,071	01/13/1976	18, 20, 22, 25
REMOTE TERRAIN GEAR	2,096,011	09/09/1997	25
TEKWARE	2,049,739	04/01/1997	25
THE NORTH FACE & Design	2,300,758	12/14/1999	25
THE NORTH FACE & Design	2,097,715	09/16/1997	18, 20, 22, 25
VAPORWICK	2,067,763	06/03/1997	01
WINDY PASS	1,395,702	06/03/1986	25

<u>MARK</u>	<u>APPLN. #</u>	<u>APPLN. DATE</u>	<u>CLASS</u>
A5	76/340,802	11/21/2001	09, 25
A5 & Design	76/341,293	11/21/2001	09, 25
CONVERSATILE	76/234,314	04/02/2001	22
DESIGN MARK	78/191,162	12/04/2002	12
MET5	76/305,722	08/28/2001	25
MISCELLANEOUS DESIGN	76/223,997	03/13/2001	09
THE NORTH FACE	76/224,009	03/13/2001	09
THE NORTH FACE & Design	76/330,722	03/13/2001	09
ROLL CONTROL	78/024,726	09/07/2000	25
TNF CLIMB 100	78/024,730	09/07/2000	25
TNF TRAIL GRIP	78/024,727	09/07/2000	25

<u>PATENT APPLN. #</u>	<u>TITLE</u>
10/281,133	Shell Construction for Footwear & Method of Forming Same
11049-010	Suspension System for Backpack
11049-009	Welded Tent Fly System

<u>PATENT #</u>	<u>TITLE</u>
5,713,079	Dual insulation garment
5,673,444	Suspended hammock
5,197,504	Self-contained tent system
5,090,604	Backpack device

THE NORTH FACE APPAREL CORP.

3411 SILVERSIDE ROAD, 201 BAYNARD BUILDING, WILMINGTON, DE 19810 U.S.A.

Telephone: (302) 477-3930

Telephone Extension: 228

Telefax: (302) 477-3932

Andrea_Smith@vfc.com

January 30, 2003

Commissioner of Patents & Trademarks

ATTN: Box Assignments

Washington, DC 20231

Re: Recordation of Trademark Assignment

Dear Sirs:

Enclosed for recordal is a copy of the Assignment of Proprietary Rights in Intellectual Property and the Recordation Form Cover Sheet assigning the applications and registrations from The North Face, Inc. to The North Face Apparel Corp.

Please find enclosed a check in the amount of \$615.00 as payment of the recordation fees. Please date-stamp and return the postcard to acknowledge receipt. Applicant's attorneys will be happy to discuss any questions that might arise regarding this matter.

Please return the recorded Assignment to the undersigned.

Thank you.

Sincerely,



Andrea Smith

Trademark Paralegal

/ajs

Enclosure