

MRP 5-27-98

RE

05-29-1998

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

-Y

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To the Honorable Commissioner of

100722183

attached original documents or copy thereof

1. Name of conveying party(ies):

Reins of Life, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Indiana
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 7, 1998

2. Name and address of receiving party(ies)

Name: The H.D. Lee Company, Inc.

Internal Address: 200 Weldin Building
Concord Plaza

Street Address: 3411 Silverside Road

City: Wilmington State: DE ZIP: 19810

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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)

B. Trademark Registration No.(s)

1,960,331

Additional numbers attached? ☐ Yes ☒ No

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

Name: Paul J. Kennedy, Esquire

Pepper Hamilton LLP

Internal Address: 3000 Two Logan Square
18th & Arch Streets

Street Address:

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

16-1322

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

05/28/1998 55N17H 00000095 1960331

DO NOT USE THIS SPACE

01-FC-1481

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.

Paul J. Kennedy

Name of Person Signing

Signature

5-26-98

Date

Total number of pages including cover sheet, attachments, and document: 1

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR UNITED STATES TRADEMARKS**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 7th day of May, 1998, between **REINS OF LIFE, INC.**, a Indiana corporation ("Assignor"), with principal offices at 55200 Quince Road, South Bend, Indiana 46619, and **THE H.D. LEE COMPANY, INC.**, a Delaware corporation, with principal offices at 200 Weldin Building, Concord Plaza, 3411 Silverside Road, Wilmington, Delaware 19810 ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted and used in the United States the trademark **DENIM DAY**, which trademark is the subject of a federal registration (Reg. No. 1,960,331) and is the owner of such trademark and the registration (the "Trademark");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademark; and

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademark and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.
2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademark.
3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademark.

PHLEGAL: #488633 v1 (@H1501!.WPD)

FROM PEPPER HAMILTON LLP 26TH FLOOR

(FRI) 05.12.98 12:00 ST. 12:07 NO. 3562247659 P 4

4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of Delaware.

(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

REINS OF LIFE, INC.

By: Susan M. Mueller
Name: Susan M. Mueller
Title: President

THE H.D. LEE COMPANY, INC.

By: Candace S. Cummings
Name: Candace S. Cummings
Title: President

4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of Delaware.

(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

REINS OF LIFE, INC.

By: _____
Name: _____
Title: _____

THE H.D. LEE COMPANY, INC.

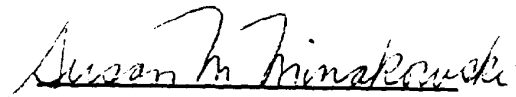
By: *Candace S. Cummings*
Name: Candace S. Cummings
Title: President

STATE OF DELAWARE

COUNTY OF NEW CASTLE

:
:
SS
:

On this 7th day of May, 1998, personally appeared Candace S. Cummings, to me known and known to me to be the President of The H.D. Lee Company, Inc., and acknowledged that she executed the foregoing Assignment and Assumption Agreement on behalf of The H.D. Lee Company, Inc., pursuant to due authority.


Notary Public

My commission expires: _____

(Notarial Seal)

SUSAN M. MINAKOWSKI
NOTARY PUBLIC - DELAWARE
My Commission Expires Mar. 8, 2000

PHLEGAL: #488633 v1 (@H1501!.WPD)

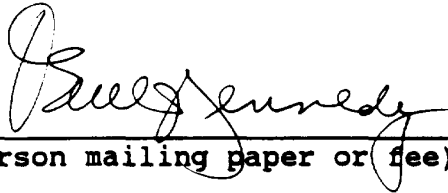
"EXPRESS MAIL" MAILING LABEL NUMBER EM209660553US

DATE OF DEPOSIT May 26, 1998

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE "EXPRESS MAIL POST OFFICE TO ADDRESSEE" SERVICE UNDER 37 CFR 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VA 22202-3513.

PAUL J. KENNEDY

(Typed or printed name of person mailing paper or fee)

A handwritten signature in cursive script, appearing to read "Paul J. Kennedy", written over a horizontal line.

(Signature of person mailing paper or fee)