

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

REC 07-31-1998

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To the Honorable Commissioner of Pa

100781538

Send original documents or copy thereof

MRD 7-27-98

1. Name of conveying party(ies):

Merchants Distributors, Inc.

- Individual(s)
- General Partnership
- Corporation-State North Carolina
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: July 20, 1998

2. Name and address of receiving party(ies)

Name: Alex Lee, Inc.

Internal Address: P.O. Box 800

Street Address: 120 4th Street, S.W.

City: Hickory State: NC ZIP: 28603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Carolina
- 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)

Reg. No. 2,010,336 - Triangle Design

Additional numbers attached? Yes No

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

Name: Henry B. Ward, III, Esq.

ALSTON & BIRD LLP

Internal Address: P.O. Drawer 34009

Street Address: 1211 E. Morehead Street

City: Charlotte State: NC ZIP: 28234

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

If additional fees are needed please use

8. Deposit account number:

16-0605

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

40.00 OP

DO NOT USE THIS SPACE

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.

Henry B. Ward, III

Name of Person Signing

Henry B. Ward III
Signature

July 23, 1998

Date

Total number of pages including cover sheet, attachments, and document: 5

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07/23/1998 01 FT: 481

UNITED STATES SERVICE MARK ASSIGNMENT

WHEREAS, Merchants Distributors, Inc., a corporation organized and existing under the laws of the State of North Carolina, and having a principal place of business at 543 12th Street Drive, N.W., P.O. Box 2148, Hickory, North Carolina 28603 hereinafter referred to as "ASSIGNOR"), is the record owner of the entire unencumbered right, title and interest in and to the service mark and the corresponding United States Service Mark Registration therefor:

Mark:	Triangle Design
Reg. No.:	2,010,336
Reg. Date:	October 22, 1996
Classes:	35 and 42

WHEREAS, Alex Lee, Inc., a corporation duly organized and existing under the laws of the State of North Carolina, and having a principal place of business at 120 4th Street, S.W., Post Office Box 800, Hickory, North Carolina 28603 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the mark and the corresponding United States service mark registration therefor.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the service mark and the corresponding United States service mark registration therefor, together with the goodwill of the business appurtenant to and symbolized by said service mark, and all rights of action

against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

AND, ASSIGNOR hereby warrants and covenants that said mark has not been abandoned, and that ASSIGNOR has the full power and authority to convey the rights, title and interest herein assigned, transferred and sold to ASSIGNEE, that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and that it will execute or procure the execution of any and all future assignments or other instruments which may be necessary to perfect and evidence ASSIGNEE'S ownership of the property rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 20 day of July, 1998.

MERCHANTS DISTRIBUTORS, INC.



Gerald D. Davis
President

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