



07-23-1998

08-07-1998



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To the Honorable Commissioner of Patents

Original documents or copy thereof.

MED 7-23-98

1. Name of conveying party(ies):  
LogoAthletic/Headwear, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Massachusetts
- Other

Additional names of conveying party(ies) attached?  
 yes  no

3 Nature of Conveyance

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

Execution Date: July 15, 1998

2. Name and address of receiving party(ies):

Name: TKS Acquisition, Inc.

Internal Address:

Street Address:  
8677 LogoAthletic Court  
City Indianapolis  
State Indiana Zip: 46219

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

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)

- 1,362,093
- 1,369,169
- 1,696,984

Additional numbers attached?  Yes  No

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

James A. Dimitrijevs  
Calfee, Halter & Griswold LLP  
300 Superior Avenue - Suite 1400  
Cleveland, Ohio 44114-2688

Certificate of Mailing

I hereby certify that this correspondence is being deposited on July 21, 1998 with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Va., 22202-3513.

(Signature)

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90.00

- Enclosed
- Authorized to be charged to deposit account
- Total Fee Due
- Any deficiencies in the enclosed fees.

8. Deposit account number: 03-0172

The Commissioner is hereby authorized to charge our deposit account for any deficiencies in the enclosed fees.

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

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.

James A. Dimitrijevs  
Name of Person Signing

(Signature)

Date

Total number of pages comprising transmittal: 3

ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LogoAthletic/Headwear, Inc., a Massachusetts corporation with a place of business at 5 Industrial Drive, Mattapoisett, Massachusetts 02793 (hereinafter, "Assignor"), hereby sells, assigns, transfers, grants, releases, and quit-claims to TKS Acquisition, Inc., a Delaware corporation with a place of business at 8677 LogoAthletic Court, Indianapolis, Indiana 46219, its successors, assigns or other legal representatives or designees (hereinafter "Assignee"), Assignor's entire rights, title, and interest in and to the trademarks and trade names listed on Schedule A attached hereto, together with any trade dress associated therewith, including the goodwill of the business symbolized by said trademarks, trade names, and trade dress, and the registrations therefor (hereinafter "Marks and Names").

Assignor agrees that at the request of Assignee, Assignor will, without additional consideration, execute any documents deemed necessary by Assignee:

- (a) to vest all rights, title, and interest in the Marks and Names in Assignee or any party designated by Assignee; and
- (b) to enable Assignee to seek, register, maintain or enforce rights in the Marks and Names anywhere in the world, to the extent Assignor is able to do so.

Assignor further sells, assigns, transfers, grants, releases, and quitclaims to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past, present, or future infringement of said Marks and Names, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

This Assignment is executed pursuant to the Agreement for Purchase and Sale of Assets between Assignor and Assignee dated July 15, 1998.

IN WITNESS WHEREOF, parties hereto have executed this Assignment effective as of this 15<sup>th</sup> day of July, 1998.

LogoAthletic/Headwear, Inc.

By: *O. Randolph Rollins*

Name: O. Randolph Rollins

Title: Vice President

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

This 15th day of July, 1998, before me personally appeared C. Randolph Robbins  
to me known as the Vice President of LogoAthletic/Headwear,  
Inc., a Massachusetts corporation, who executed the foregoing Assignment and acknowledged  
that he was authorized to execute the same as the free act and deed of such corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires: **MICHAEL F. MARHOFER, Attorney-At-Law**  
**Notary Public - State Of Ohio**  
**My Commission has no expiration date**  
**Sec. 147.03 R.C.**

ACKNOWLEDGED AND AGREED:

TKS Acquisition, Inc.


By:   
\_\_\_\_\_

Name: Thomas K. Shine

Title: President

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

This 15th day of July, 1998, before me personally appeared Thomas K. Shine  
to me known as the President of TKS Acquisition, Inc., a  
Delaware corporation, who executed the foregoing Assignment and acknowledged that he was  
authorized to execute the same as the free act and deed of such corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires: **MICHAEL F. MARHOFER, Attorney-At-Law**  
**Notary Public - State Of Ohio**  
**My Commission has no expiration date**  
**Sec. 147.03 R.C.**

Thursday, June 25, 1998

**Trademark List**

Client: TUL Tullex Corporation

Trademark Name	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
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LOOK FOR THE WORLD  
 Country: United States of America  
 Owner: LogoAthletic/Headwear, Inc.  
 Classes: 25  
 Goods: Headwear, namely, caps

Remarks: Combined Declaration Under Sections 8 and 15 to PTO 09/30/1997. Name change from Universal Industries, Inc. recorded with PTO on 12/01/1997 at Reel/Frame 1664/0205. Letter to PTO 04/03/1998 returning acknowledgment of Section 8 and 15 filing for correction (name of registrant).

MISCELLANEOUS DESIGN  
 Country: United States of America  
 Owner: LogoAthletic/Headwear, Inc.  
 Classes: 25  
 Goods: Headwear, namely, caps, hats and visors

Remarks: The design consists of a globe containing the profile of a man wearing a cap on the right side of the globe. Name change from Universal Industries, Inc. recorded with PTO on 12/01/1997 at Reel/Frame 1664/0205.

WE COVER THE WORLD  
 Country: United States of America  
 Owner: LogoAthletic/Headwear, Inc.  
 Classes: 25  
 Goods: Headwear, namely, caps, hats and visors

Remarks: Name change from Universal Industries, Inc. recorded with PTO on 12/01/1997 at Reel/Frame 1664/0205.