

08-07-1998



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks **100789848**

the attached original documents or copy thereof.

1. Name of conveying party(ies):
Champion Glove Manufacturing Co., Inc.
12121 E. 51st Street
Tulsa, OK 74146

- Individual(s)
- General Partnership
- Corporation-State Iowa
- 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: May 12, 1998

2. Name and address of receiving party(ies)

Name: Champion Products, Inc.

Internal Address: _____

Street Address: 475 Corporate Square Drive

City: Winston-Salem State: NC ZIP: 27105

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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)

1,852,482; 1,809,341; 584,362

Additional numbers attached? Yes No

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

Name: Joan Brinson Dressler, CLA

Internal Address: Sara Lee Corporation
Law Department

Street Address: 470 Hanes Mill Road

City: Winston-Salem State: NC ZIP: 27105

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

8. Deposit account number: _____

(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.

Joan Brinson Dressler

Name of Person Signing

Joan Brinson Dressler

Signature

July 30, 1998

Date

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

TRADEMARK
FRAME: 026
01 FEB 98
02 FEB 98

0000058 1652 49.00 DP 50.00 DP

TRADEMARK ASSIGNMENT

Trademark Assignment made as of the 12th day of May, 1998.

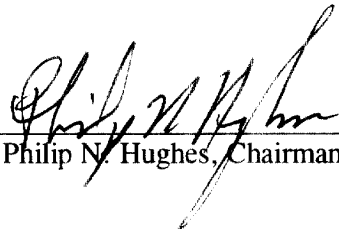
WHEREAS, Champion Glove Manufacturing Co., Inc., an Iowa corporation, with its principal place of business at 12121 E. 51st Street, Tulsa, Oklahoma 74146 ("Champion"), has acquired, used, and is using the trademarks set forth on Schedule A to this Trademark Assignment (hereinafter the "Trademarks"); and

WHEREAS, Champion is desirous of transferring all of its trademark interest in and to the Trademarks to Champion Products Inc., a New York corporation, with its principal place of business at 475 Corporate Square Drive, Winston-Salem, North Carolina 27105 ("CPI"), and CPI is desirous of acquiring such interest;

NOW, THEREFORE, for good and valuable consideration, receipt of such consideration being hereby acknowledged by Champion, Champion does hereby assign and transfer to CPI, without restriction, all of Champion's right, title, and interest, worldwide, in and to the Trademarks together with the good will of the business symbolized by the Trademarks, registrations thereof, and applications for registration thereof. Without limitation of the generality of the interest conveyed, the conveyance includes (a) all of Champion's right, title, and interest (both statutory and common law) in and to the Trademarks; (b) any and all registrations and applications for registration thereof in the United States and throughout the world; and (c) all trademark enforcement rights and remedies which Champion may now have with respect to the Trademarks including Champion's standing to assert civil, criminal, and administrative remedies of all kinds and Champion's right to damages for past infringement thereof.

GIVEN under seal by Champion through its duly authorized officer as of the 12th day of May, 1998.

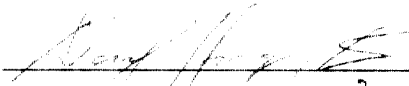
Champion Glove Manufacturing Co., Inc.

By: 
Philip N. Hughes, Chairman

Norwest Business Credit, Inc. hereby consents and agrees to the sale of the Trademarks as set forth in the foregoing Trademark Assignment and hereby waives and terminates its mortgage and security interest in the Trademarks as set forth in the Trademark Mortgage of Champion Glove Manufacturing Co., Inc. in favor of Norwest Business Credit, Inc. dated December 1,

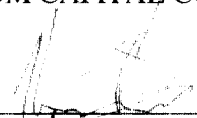
1993 and recorded in the office of the United State Department of Commerce Patent and Trademark Office on December 23, 1993, Reel 1083, Frame 0139.

NORWEST BUSINESS CREDIT, INC.

By: 
Title: VP

Sirrom Capital Corporation hereby consents and agrees to the sale of the Trademarks as set forth in the foregoing Trademark Assignment and hereby waives and terminates its mortgage and security interest in the Trademarks as set forth in the Trademark and Patent Security Agreement of Champion Glove Manufacturing Co., Inc. in favor of Sirrom Capital Corporation dated July 27, 1995 and recorded in the office of the United State Department of Commerce Patent and Trademark Office on August 4, 1995, Reel 1379, Frame 0911.

SIRROM CAPITAL CORPORATION

By: 
Title: Assistant Vice President

Schedule A to
Agreement to Convey Trademarks

Champion Trademarks

Mark	Use	Serial Number or Registration Number	Date Filed
Champion	Golf gloves	1,852,482	April 15, 1993
Champion	Men's and women's athletic gloves; namely, weight lifting, racquetball, handball, cycling, baseball, softball, football, golf, sailing, water skiing, soccer, skateboarding, skydiving, parachute, fitness, cross-training and video game gloves; and men's and women's weight training equipment; namely, weight training belts	1,809,341	October 21, 1991
Champion	Handball gloves, golf gloves, skiing gloves and hunting gloves	584,362	March 16, 1953