

10-29-1998

TRANSMITTAL OF TRADEMARK

To the Commissioner of Patents and Trademark

...ents or copy thereof.



100804133

1. Name of conveying party(ies):
Gitman & Co.

- Individual(s)
- General Partnership
- Corporation-State (New Jersey)
- Other
- Association
- Limited Partnership

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

Name and address of receiving party(ies):

Name: The Hancock Company

Street Address: 2451 Atrium Way

City: Nashville State TN ZIP 37230

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: (N/A) Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached?(N/A) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other See below.
- Merger
- Change of Name

Execution Date: August 8, 1996

PLEASE CORRECT WRONGLY STATED REGISTRATION NO. 655,783, PREVIOUSLY RECORDED AT REEL/FRAME NO. 1578/0291, TO THE PROPER REG. NO. CITED IN THE ATTACHED ASSIGNMENT DOCUMENT OF AUGUST 8, 1996--REG. NO. 665,783 FOR NORMAN (W/DESIGN).

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

665,783

Additional numbers attached? Yes No

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

Name: John W. Behringer
Fitzpatrick, Cella, Harper & Scinto
277 Park Avenue, New York, New York 10172-0194
Telephone No.: (202) 530-1010
Facsimile No.: (212) 218-2200

6. Number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

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

09/14/1998 DNGIYEH 00000035 665783

FC:481

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.

John W. Behringer

Name of Person Signing

John W. Behringer
Signature

Sept. 8, 1998
Date

Total number of pages including cover sheet, attachments, and documents: 2

TRADEMARK

REEL: 1766 FRAME: 0224

Continuation Sheet

Item No. 1: Additional names of conveying parties

2. Ashland Shirt, Inc.
Corporation-State (a Pennsylvania Corporation)
3. The Ryland Company
Corporation-State (a Delaware Corporation)

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04-28-1997



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ORL. JN 481/40 482/75
d original documents or copy thereof.

RECEIVED
APR 21 1997
RECEIPT ACTING. DIV.

TRK 4-21-97

TRAN	
To the Commissioner of Patents	
<p>1. Name of conveying party(ies): Gitman & Co.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (New Jersey) <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Name and address of receiving party(ies): Name: <u>The Hancock Company</u> Street Address: <u>2451 Atrium Way</u> City: <u>Nashville</u> State <u>TN</u> ZIP <u>37230</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State <u>Tennessee</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: (N/A) <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached?(N/A) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 8, 1996</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,466,424 1,164,256 1,342,784; and _____ correct number should have been typed as 665,783</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John W. Behringer</u> <u>Fitzpatrick, Cella, Harper & Scinto</u> <u>277 Park Avenue, New York, New York 10172-0194</u> Telephone No.: <u>(202) 347-8100</u> Facsimile No.: <u>(212) 758-2982</u></p>	<p>6. Number of applications and registrations involved: 7. Total fee (37 CFR 3.41): . . . \$115.00 (First Reg. 40.00 and 3 additional reg. @ \$25.00 = \$75.00) <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number _____ (Attach duplicate copy of this page if paying by deposit account):</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p><u>John W. Behringer</u> <u>John W. Behringer</u> <u>4/21, 1997</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: 2</p>	

Continuation Sheet

Item No. 1: Additional names of conveying parties

2. Ashland Shirt, Inc.
Corporation-State (a Pennsylvania Corporation)
3. The Ryland Company
Corporation-State (a Delaware Corporation)

**Trademark Assignment Between
The Ryland Company, Ashland Shirt, Inc., and Gitman & Co., Assignors
and
The Hancock Company, Assignee**

The effective date of this Assignment is August 8, 1996.

The parties to this Agreement are:

The Ryland Company ("Ryland"), a Delaware corporation, with its principal place of business at 620 Fifth Avenue, New York, New York, appearing herein through Harris R. Hester, its President and Director.

Ashland Shirt, Inc. ("Ashland"), a Pennsylvania corporation, with its principal place of business at 2212 Centre Street, Ashland, Pennsylvania, appearing herein through Harris R. Hester, its President and Director.

Gitman & Co. ("Gitman & Co."), a New Jersey corporation, with its principal place of business at 104 New Era Drive, South Plainfield, New Jersey, appearing herein through Harris R. Hester, its President and Director.

Ryland, Ashland, and Gitman & Co. are referred to herein, either individually or collectively, as "Assignor".

The Hancock Company ("Hancock" or "Assignee"), a Tennessee corporation, with its principal place of business at 2451 Atrium Way, Nashville, Tennessee, appearing herein through Kevin E. Hickman, its Vice-President.

WHEREAS, Assignor owns, has adopted, has used, and is using certain trademarks applied for and/or registered in the United States Patent and Trademark Office (as shown in Exhibit 1 attached hereto), (the trademarks reflected on Exhibit 1 are collectively referred to herein as the "Trademarks"); and

WHEREAS, Assignor owns, has adopted, has used, and is using certain common law Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor hereby sells, assigns, and transfers to Assignee, and its successors, assigns, and legal representatives, and Assignee does hereby accept all of Assignor's right, title, and interest, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, in and to the Trademarks, together with the good will of the business(es) symbolized by the Trademarks.

Assignor further covenants that, upon the request of, and at the cost of, Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to said Trademarks as may be known and reasonably accessible to Assignor, and Assignor will testify as to the same in any interference, litigation, or any proceeding relating thereto, and Assignor will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, register and enforce said Trademarks and said equivalence thereof, in each case that Assignee may reasonably and in good faith deem necessary or desirable to carry out the purpose hereof.

Signed effective this 8 day of August, 1996.

THE RYLAND COMPANY, Assignor

By: [Signature]

Its: President

ASHLAND SHIRT, INC., Assignor

By: [Signature]

Its: President

GITMAN & CO., Assignor

By: [Signature]

Its: President

THE HAMCOCK COMPANY, Assignee

By: [Signature]

Its: President

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STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, the undersigned Notary Public, in and for said county and state the above-signed Harris Hester, who acknowledged before me that he as duly authorized President signed and delivered the foregoing document for and on behalf of The Ryland Company.

This 8th day of August, 1996

Emmanuel C. Grillo
Notary Public

EMANUEL C. GRILLO
NOTARY PUBLIC, State of New York
No. 02GR5059787
Commission Expires 5/6/98

STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, the undersigned Notary Public, in and for said county and state the above-signed Harris Hester, who acknowledged before me that he as duly authorized President signed and delivered the foregoing document for and on behalf of Ashland Shirt, Inc.

This 8th day of August, 1996.

Emmanuel C. Grillo
Notary Public

EMANUEL C. GRILLO
NOTARY PUBLIC, State of New York
No. 02GR5059787
Commission Expires 5/6/98

STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, the undersigned Notary Public, in and for said county and state the above-signed Harris Hester, who acknowledged before me that he as duly authorized President signed and delivered the foregoing document for and on behalf of Gitman & Co.

This 8th day of August, 1996.

Emmanuel C. Grillo
Notary Public

EMANUEL C. GRILLO
NOTARY PUBLIC, State of New York
No. 02GR5059787
Commission Expires 5/6/98

STATE OF NEW YORK
COUNTY OF NEW YORK

Personally appeared before me, the undersigned Notary Public, in and for said county and state the above-signed Spencer Hays, who acknowledged before me that he as duly authorized President signed and delivered the foregoing document for and on behalf of The Hancock Company.

This 8th day of August, 1996.

Emmanuel C. Grillo
Notary Public

EMANUEL C. GRILLO
NOTARY PUBLIC, State of New York
No. 02GR5059787
Commission Expires 5/6/98

**EXHIBIT A
TO TRADEMARK ASSIGNMENT**

United States Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Date Issued or Renewal Date</u>
Gitman Bros.	1,466,424	11/24/87
Gitman Bros.	1,164,256	08/04/81
Kenson Classics (and design)	1,342,784	06/18/85
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	1,164,256	08/04/81
Stile	(unregistered)	
Griege	(unregistered)	
Custom Sizes by Gitman Bros.	(unregistered)	

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