

U.S. Patent & TMOs/TM Mail Rcpt Dt. #22

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



08-10-1998



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COPY

attached original documents or copy thereof.

MRD 8-10-98

1. Name of conveying party(ies):

Hickory Industries Weaving, 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 NUNC PRO TUNC
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 30, 1998

2. Name and address of receiving party(ies)

Name: Hickory Industries, Inc.

Internal Address: P.O. Box 429

Street Address:

City: Hickory State: NC ZIP: 28603-0429

- 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 designator 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. 1,096,045 - CRAFTY CORD & Des.

Additional numbers attached? Yes No

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

Name: Martha Gayle Barber, 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)

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.

Martha Gayle Barber
Name of Person Signing

Martha Gayle Barber
Signature

August 7, 1998
Date

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



08-10-1998

**NUNC PRO TUNC ASSIGNMENT
OF
UNITED STATES SERVICE MARK REGISTRATION**

WHEREAS, Hickory Industries Weaving, Inc., a North Carolina corporation, having a principal place of business at Post Office Box 429, Hickory, North Carolina 28603-0429 (hereinafter referred to as "ASSIGNOR"), was formerly the exclusive and record owner of the entire right, title, and interest in and to the following Trademark and the corresponding United States Trademark Registration therefor:

Mark: **CRAFTY CORD & Design**
Registration No.: 1,096,045
Registered: July 11, 1978
Int. Class: 22

WHEREAS, Hickory Industries, Inc., a North Carolina corporation, having a principal place of business at P.O. Box 429, Hickory, North Carolina 28603-0429 (hereinafter referred to as "ASSIGNEE"), has acquired and purchased from ASSIGNOR the above-identified Trademark and the corresponding United States Trademark Registration, and associated goodwill, from ASSIGNOR effective August 13, 1991 and is desirous of confirming that it has done so.

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm and perfect the sale and assignment of said Trademark and corresponding United States Trademark Registration therefor effective August 13, 1991;

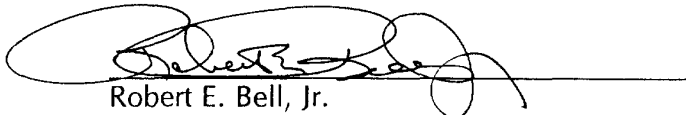
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges and confirms that effective August 13, 1991, ASSIGNOR sold, transferred, and assigned to said ASSIGNEE the entire right, title, and interest in and to the above-identified

Trademark and the corresponding United States Trademark Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said Trademark, 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 the sale, transfer, and assignment not been made.

ASSIGNOR hereby warrants and covenants that it had the full power and authority to convey the rights, title, and interests sold, transferred, and assigned to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Nunc Pro Tunc Assignment to be executed by its duly authorized officer, as of the 30 day of July, 1998.

HICKORY INDUSTRIES WEAVING, INC.



Robert E. Bell, Jr.
President

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