

11-03-1998



100866946

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1807 FRAME: 0022

MRO 10-30-98

CALL

10-30-98

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

DANA KULL, ESQ.



10-28-98

Name of Person Signing

Signature

Date Signed

08-05-1998



100784376

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

ASSIGNMENT RECEIVED
98 AUG 11 11 11
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05 05 98

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

08/03/1998 DNGUYEN 00000283 1810084

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 325.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

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Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1210644"/>	<input type="text" value="1751926"/>	<input type="text" value="2060162"/>

Number of Properties

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#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

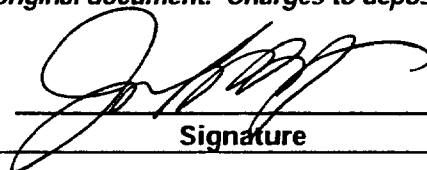
No

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. Charges to deposit account are authorized, as indicated herein.

John B. Miller, Esq.

Name of Person Signing



Signature

7-30-98

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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Trademark Application Number(s)

Registration Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>

SCHEDULE A
(Trademarks)

<u>Trademark Name</u>	<u>Registration Number</u>
OARSMAN 913 and Design	1,810,084
AMERICAN SAILOR and Design	1,762,100
MERRYGARDEN	1,210,644
STYLIZED HARTWELL	1,432,016
SEA PALMS	1,303,805
VIA SPORT	1,751,926
H HARTWELL AND DESIGN	1,358,443
AUBURN SPORTSWEAR	1,367,757
SCREENMATES	1,267,273
CAROLINA COTTONS	2,060,162
GREAT AMERICAN ORIGINALS	1,770,818
AMERICAN COTTONS	2,126,759
STYLIZED HARTWELL SPORTS	2,034,880
GLACIER MOUNTAIN FLEECE	Intent to Use 75/295,071

ASSIGNMENT FOR SECURITY AGREEMENT
(Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, Hartwell Industries, Inc., a Florida corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** (collectively, the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Assignor has entered into that certain Amended and Restated Loan and Security Agreement dated as of November 14, 1997 (as amended, modified, supplemented or restated from time to time, the "Loan Agreement"; unless otherwise defined herein, terms defined in the Loan Agreement being used herein as therein defined) among Hartwell Sports, Inc., an Alabama corporation ("Hartwell"), Katzenberg Brothers, Inc., a Delaware corporation ("Katzenberg"), Embroidery Services, Inc., a Kentucky corporation ("ESI") and Century Place, Inc., a North Carolina corporation ("Century," together with Hartwell, Katzenberg and ESI, the "Borrowers", each a Wholly Owned Subsidiary of the Assignor), the Assignor, the financial institutions party thereto from time to time (the "Lenders") and BankBoston, N.A., as agent for the Lenders (the "Agent"), pursuant to which the Lenders have made or agreed to make certain loans or other financial accommodations to or for benefit of the Borrowers that directly and indirectly benefit the Assignor, and

WHEREAS, pursuant to the terms of Article 17 of the Loan Agreement, the Assignor has guaranteed all Secured Obligations of the Borrowers under the Loan Agreement and Related Loan Documents, and

WHEREAS Assignor has agreed as security for the payment and performance of the Secured Obligations to assign to the Agent, and to grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"),

- (a) the Trademarks and the registrations and applications for registration thereof and the goodwill of the business symbolized by the Trademarks,
- (b) licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,

(d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing,

(f) all rights corresponding to any of the foregoing throughout the world,

(g) all proceeds of and accessions to any and all of the foregoing, and

WHEREAS, it is a condition to the obligations of the Lenders to make Loans to the Borrowers under the Loan Agreement that the Assignor enter into this agreement and grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, the Trademark Collateral,

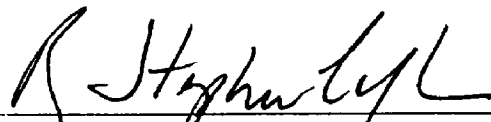
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Agent, and grants to the Agent, for the benefit of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of May 5, 1998.

HARTWELL INDUSTRIES, INC.

[Corporate Seal]

By: 
Name: R. STEPHEN LEFLOR
Title: PRESIDENT, CHIEF EXECUTIVE OFFICER

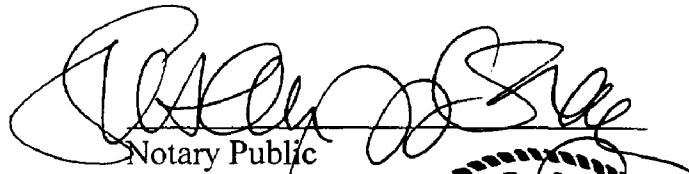
Attest:



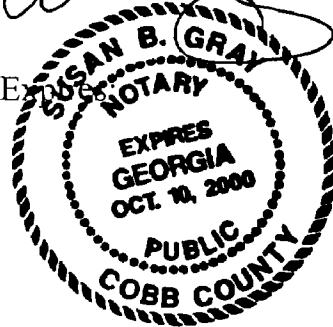
Secretary

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 5th day of May, 1998, before me personally came R. Stephen Leffer, to me known, who, being by me duly sworn, did depose and say that he is President, Chief Executive Officer of Hartwell Industries, Inc., the corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his thereto by like order.


Notary Public

My Commission Expires



[NOTARIAL SEAL]

HUNTON & WILLIAMS

BANGKOK, THAILAND
BRUSSELS, BELGIUM
CHARLOTTE, NORTH CAROLINA
HONG KONG, CHINA
KNOXVILLE, TENNESSEE
MCLEAN, VIRGINIA

NATIONSBANK PLAZA - SUITE 4100

600 PEACHTREE STREET, N.E.

ATLANTA, GEORGIA 30308-2216

TELEPHONE (404) 888-4000

FACSIMILE (404) 888-4190

NEW YORK, NEW YORK
NORFOLK, VIRGINIA
RALEIGH, NORTH CAROLINA
RICHMOND, VIRGINIA
WARSAW, POLAND
WASHINGTON, D.C.

NATALIE LEWIS
PARALEGAL
E-MAIL: NLEWIS@HUNTON.COM

FILE NO.: 31804.23
DIRECT DIAL: (404) 888-4225

October 29, 1998

BY NEXT DAY AIR

**ATTN: CUSTOMER SERVICES COUNTER
TRADEMARK SECURITY AGREEMENTS**

U.S. Patent and Trademark Office
Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

BankBoston, N.A./Hartwell Industries, Inc.

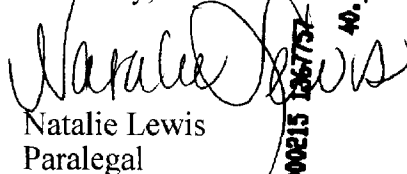
Dear Sir/Madam:

Enclosed please find a PTO form 1618A (cover sheet) marked **corrective document** for the Security Agreement recorded on August 3, 1998 reel/frame: 1762/0735. Property number 1,367,757 is listed on the Security Agreement but was omitted from the cover sheet, therefore, we are submitting a correction to have this property ADDED to the existing recorded document. If possible, we would like the recordation date for this property to be the same as the original Security Agreement assignment.

We have also enclosed a copy of your recordation form, the original cover sheet, the Security Agreement assignment and a check in the amount of \$40.00 to cover the filing fee for the omitted property.

If there are any questions regarding this correction, please call me **collect** at (404) 888-4225. Thank you very much for your assistance with this matter.

Sincerely,


Natalie Lewis
Paralegal

Enclosures

cc: Elizabeth Whelan, Esq.

11/02/1998 JMWIKINS 0000215 136757
01 FC:461

RECORDED
11/03/1998

RECORDED: 10/03/1998

TRADEMARK
REEL: 1807 FRAME: 0031