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To the Honorable Commissioner of Patents and Trademarks, please return any attached original documents or copy thereof.

1. Name of conveying party(ies):  
Springs Industries, Inc.

1/5/99

- Individual(s)
- General Partnership
- Corporation-State of South Carolina
- 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: January 2, 1999

2. Name and address of receiving party(ies)

Name: Springfield LLC

Internal Address:

Street Address: 104 W. 40th Street

City: New York State: NY ZIP: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company State of South Carolina

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)  
75/467,320

B. Trademark Registration No.(s)

1798733	1769350	1772395
0797299	1799699	1699140
1821930	1782138	1815437
1798734		

Additional numbers attached?  Yes  No

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

Name: Catherine L. Amspacher

Internal Address: Nelson Mullins Riley & Scarborough, L.L.P.

Street Address: 100 North Tryon Street

City: Charlotte State: NC ZIP: 28202

01/06/1999 DNGUYEN 00000202 1798733

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

01 FC:481 40.00 OP  
02 FC:482 250.00 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.

Catherine L. Amspacher  
Name of Person Signing

*[Signature]*  
Signature

1/4/99  
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1836 FRAME: 0925

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 2nd day of January, 1999 between SPRINGS INDUSTRIES, INC., a corporation organized under the laws of the State of South Carolina, with its principal place of business at 205 North White Street, Fort Mill, South Carolina 29715 ("Springs") and SPRINGFIELD LLC, a South Carolina limited liability company, with its principal place of business at 104 W. 40th Street, New York City, New York 10018 ("Assignee").

WHEREAS, Assignor has adopted, is using and/or intends to use in the United States the trademarks, and owns the registrations and applications thereof, as listed in Exhibit A hereto (the "U.S. Registered Marks");

WHEREAS, Assignor has adopted, is using and/or intends to use in the United States the common law trademarks as listed in Exhibit B hereto (the "U.S. Common Law Marks");

WHEREAS, Assignor has adopted, is using and/or intends to use in the certain foreign countries the trademarks, and owns the registrations and applications thereof, as listed in Exhibit C hereto (the "Foreign Marks") (the U.S. Registered Marks, U.S. Common Law Marks, and Foreign Marks hereafter collectively referred to as the "Marks");

WHEREAS, in furtherance of the transactions contemplated by the Asset Purchase Agreement entered into as of January 2, 1999 among Springs and Assignee; and

WHEREAS, Springs is desirous of assigning, transferring and conveying to Assignee all of Springs's right, title and interest in and to the Marks and the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring all of Springs's right, title and interest in and to the Marks and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Springs hereby assigns, transfers, and conveys to Assignee, all of Springs's right, title and interest, whether statutory or at common law, in and to Springs's trademarks, trademark registrations and trademark applications contained within the Marks, and including the right to sue for and recover damages for future trademark infringement, and further all the goodwill of the business associated therewith together with the existing and ongoing portion of the business to which the Marks pertain.

The Commissioner of Patents and Trademarks of the United States is requested record Assignee as owner of the trademark registrations listed in Exhibit A, and to issue the Certificates of Registration for all pending trademark applications listed on Exhibit A to the Assignee upon registration.

Springs hereby represents and warrants that its right, title and interest in and to the Marks set forth on Schedules A, B and C are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Springs shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications assigned herein; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks assigned herein, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this

Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

**SIGNATURES ON NEXT PAGE**

EXHIBIT A

U. S. REGISTERED MARKS

U. S. Registered Trademarks:

<u>Trademark Name</u>	<u>Registration Number</u>
Aramax	1798733
Citation	0797299
FFR	1821930
Firepro	1798734
Firewear	1769350
Hydropel	1799699
Isolator	1782138
Reliant	1772395
Synergy	1699140
Wickable	1815437

U. S. Trademark Applications:

<u>Trademark Name</u>	<u>Application Number</u>
Airo-Soft	75/467,320

EXHIBIT B

U. S. COMMON LAW MARKS

Trademark Name

Freedom Finish

Isolator +

EXHIBIT C

FOREIGN MARKS

Foreign Registered Trademarks:

<u>Trademark Name</u>	<u>Country</u>	<u>Registration Number</u>
Firepro	Japan	2354176
	S. Korea	193864
	Taiwan	481821
Firewear	Benelux	530311
	Canada	443866
	France	92439330
	Germany	2065926
	Italy	644353
	Mexico	437974
	New Zealand	275286
Synergy	Spain	1722838
	Benelux	553781
	Canada	420809
	France	92439334
	Italy	644354
Mexico	434057	

Foreign Trademark Applications:

<u>Trademark Name</u>	<u>Country</u>	<u>Application Number</u>
Firewear	Australia	731953
	Malaysia	MA/3493/98
	Singapore	S/519/98
	Thailand	Unknown

IN TESTIMONY WHEREOF, Springs and Assignee have caused this Assignment to be signed and executed as of this 2nd day of January, 1999 by the undersigned officers thereunto duly authorized.

SPRINGS INDUSTRIES, INC.

By: [Signature]  
Name: JAMES F. ZAHN  
Title: VP & CFO

SPRINGFIELD LLC  
By: [Signature]  
Name: ED SHOGAN  
Title: PRESIDENT

~~STATE OF SOUTH CAROLINA~~ )  
~~COUNTY OF YORK~~ )  
NORTH CAROLINA )  
MECKLENBURG )

On the 2nd day of January, 1999, there appeared before me James F. Zahn, personally known to me, who acknowledged that s/he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of SPRINGS INDUSTRIES, INC.

[Signature]  
Notary Public  
My Commission Expires: 5-23-2000

STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG )

On this 2nd day of January, 1999, there appeared before me Ed Shogan, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of SPRINGFIELD LLC.

[Signature]  
Notary Public  
My Commission Expires: Sept. 11, 2001

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