

MKD
2-9-99

02-23-1999



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Docket No.:

372510-047

Tab settings

To the Honorable Commissioner of Pat.

100969641

attached original documents or copy thereof.

1. Name of conveying party(ies):

CS Crable Sportswear, Inc.
7725 East Kemper Road
Cincinnati, Ohio 45249

- Individual(s)
- General Partnership
- Corporation-State Ohio
- Other _____
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrected Recordation Form
- Merger
- Change of Name

Execution Date: September 29, 1997

2. Name and address of receiving party(ies):

Name: Brazos, Inc.

Internal Address: _____

Street Address: 4101 Founders Boulevard

City: Batavia State: OH ZIP: 45103

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75/250,117

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Carol M. Nielsen

Internal Address: _____

Street Address: 1000 Louisiana, Suite 1600

City: Houston State: TX ZIP: 77002

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

8. Deposit account number:

02-4952

02-09-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

02/23/1999 DNGUYEN 00000065 75250117

DO NOT USE THIS SPACE

01 FC:481

40.00 0P

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.

Carol M. Nielsen

Name of Person Signing

Signature

02/09/99

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1858 FRAME: 0201

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "*Assignment*") is made as of September 29, 1997, by CS Crable Sportswear, Inc., an Ohio corporation ("*Assignor*"), in favor of Brazos, Inc., a Texas corporation ("*Assignee*").

WITNESSETH

A. Pursuant to an Asset Purchase Agreement dated September 29, 1997 (the "*Purchase Agreement*") among Assignor and Assignee, Assignee purchased substantially all of the assets of Assignor.

B. Under the terms of the Purchase Agreement Assignor has agreed to convey certain trademarks to Assignee.

NOW THEREFORE, Assignor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Trademarks listed in *Exhibit A* attached hereto and made a part hereof, including, without limitation, all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements (provided, however that any proceeds of any such suits related to past infringements shall be payable, immediately upon receipt thereof, to Seller) and the goodwill of the businesses associated with and symbolized by the Trademarks.

2. Representations and Warranties. Assignor represents and warrants that it has the full right and power to enter into this Assignment and that it has made no previous assignment, transfer, conveyance or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on any of the Trademarks except as disclosed on Schedule L to the Purchase Agreement.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Assignor and Assignee. To the extent any provision of this Agreement is deemed to be in conflict with any provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall govern the rights of the parties hereto. Except for the conveyance pursuant to this Assignment, Buyer shall not be granted any rights under this Agreement which are in addition to any rights granted to Buyer under the Purchase Agreement.

4. Binding Effect; Governing Law. This Assignment shall be binding upon Assignor and its respective successors and permitted assigns, and shall inure to the benefit of

Assignee and its successors and assigns. This Assignment shall, except to the extent that the laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the laws of the State of Ohio and the applicable laws of the United States of America.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

CS CRABLE SPORTSWEAR, INC.

By: [Signature]
Name: John W. Hayden
Title: Chairman, CEO

STATE OF Ohio §
COUNTY OF Columbus §
§

On this 29th day of September, 1997, before me personally appeared John W. Hayden known to me and being duly sworn, deposes and says that he is the Chairman, CEO of CS Crable Sportswear, Inc. (the "Company"); that he signed the foregoing instrument as such officer pursuant to the authority vested in him by law; and that the foregoing instrument is the voluntary act of Company and he desires the same to be recorded as such.



[Signature]
NOTARY PUBLIC

MARK D. HEMMERLE, Attorney
Commission has no expiration
per O.R.C. 147.03

My Commission Expires: _____

EXHIBIT A

<u>Registered Mark:</u>	<u>Registration No.</u>
Wolf Athletic	2070732
CS Crable Sportswear Logo	2026954
Star Player Logo	1983514
Star Player	1963922
CS Crable Sportswear	1880707
Wolf	1836835
MK Logo (Max Cole)	1836240
CS Logo	1809285
Wolf Wear	1781497
Midland Sport Logo	1740607
CS Crable Sportswear Logo	1699157
Wolf Head Logo (Blue Eyes) (H. Wolf & Sons)	1654387
Howling Wolf Logo (H. Wolf & Sons)	1645341
Wolf Logo (H. Wolf & Sons)	1210599
H. Wolf & Sons Logo (H. Wolf & Sons)	1210598
<u>Pending Applications</u>	<u>Application No.</u>
CS Tech	75/213345
Max Cole Logo	74/549830
Crable Classics	75/250117

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRANSMITTAL LETTER (GENERAL)
(With Certificate of Mailing by Express Mail)

Applicant/Registrant: **Brazos Inc.**
Serial No.: **75/250,117**
Registration No.:
Trademark: **CRABLE CLASSICS**

Docket No.
372510-047

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Transmitted herewith is/are the following document(s):

- 1) Request to Correct Recordation
- 2) Corrected Recordation Form Cover Sheet (PTO 1594)
- 3) Acknowledgement Card



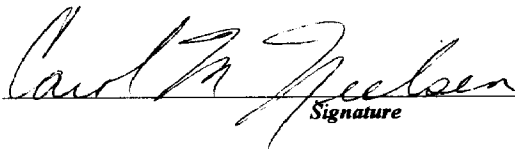
02-09-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #70

No fee is required.

Please charge Deposit Account No. _____ in the amount of _____
A duplicate copy of this sheet is enclosed.

A check in the amount of \$40.00 is attached.
Any excess or insufficiency should be credited or debited to Deposit Account No. 02-4952
A duplicate copy of this sheet is enclosed.


Signature

Carol M. Nielsen
Butler & Binion, L.L.P.
1000 Louisiana, Suite 1600
Houston, Texas 77002

Dated: February 9 1999

I certify that this document and fee is being deposited on
February 9 1999 with the U.S. Postal Service "Express
Mail Post Office to Addressee" service under 37 C.F.R. 1.10
and is addressed to the Assistant Commissioner for
Trademarks, 2900 Crystal Drive, Arlington, Virginia
22202-3513.


Signature of Person Mailing Correspondence

Colby S. Delgado

Typed or Printed Name of Person Mailing Correspondence

EL258504254US

"Express Mail" Mailing Label Number

CC:

D

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

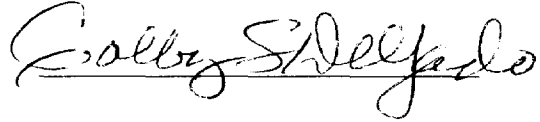
Application of:
Brazos, Inc.

Serial No.: 75/250,117

Mark: CRABLE CLASSICS

CERTIFICATE OF EXPRESS MAIL

I hereby certify that this document and its attachments are being deposited with the United States Postal Service as EXPRESS MAIL in an envelope addressed to: BOX ASSIGNMENT, ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 Crystal Drive, Arlington, Virginia 22202-3513 this 9th day of February, 1999. The Express Mail Label being: EL258504254US.



REQUEST TO CORRECT RECORDATION



BOX ASSIGNMENT
ASSISTANT COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

02-09-1999

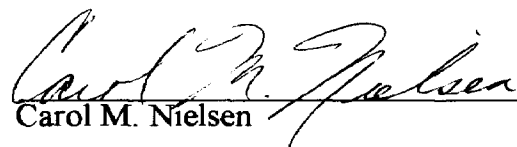
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #70

This is a request to correct the recordation of the assignment from CS Crable Sportswear, Inc. to Brazos, Inc. of the above identified trademark application. The assignment, a corrected cover sheet, and the required fee of \$40.00 is attached with this request.

The original recordation form cover sheet listed an application serial number of 74/250,117. However, the assignment should have been recorded against trademark application serial number 75/250,117. *See Notice of Recordation of Assignment Document dated November 9, 1998, Exhibit 1, attached.* Therefore, at Reel/Frame: 1688/0268, please delete application serial number 74/250,117 and add application serial number 75/250,117.

Applicant Brazos, Inc. respectfully requests that the assignment between CS Crable Sportswear, Inc. to Brazos, Inc. be recorded against the correct application and that the recordation of this assignment against U.S. Trademark Application Serial Number 74/250,117 be removed.

Respectfully submitted,
Butler & Binion, L.L.P.

By: 
Carol M. Nielsen

Butler & Binion, L.L.P.
1000 Louisiana, Suite 1600
Houston, Texas 77002
Attorney Docket No.: 372510-047
ip:\brazos\047\crecord



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

NOVEMBER 09, 1998

PTAS



100808449A

BUTLER & BINION, L.L.P.
CAROL M. NIELSEN, ESQ.
1000 LOUISIANA
SUITE 1600
HOUSTON, TX 77002

**CORRECTED
NOTICE**

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/02/1998

REEL/FRAME: 1688/0268
NUMBER OF PAGES: 5

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:
CS CRABLE SPORTSWEAR, INC.

DOC DATE: 09/29/1997
CITIZENSHIP: OHIO
ENTITY: CORPORATION

ASSIGNEE:
BRAZOS, INC.
4101 FOUNDERS BOULEVARD
BATAVIA, OHIO 45103

CITIZENSHIP: TEXAS
ENTITY: CORPORATION

APPLICATION NUMBER: 75213345
REGISTRATION NUMBER: 2177493

FILING DATE: 12/16/1996
ISSUE DATE: 07/28/1998

MARK: CS TEC
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

Exhibit
1

Received
Butler & Binion, L.L.P.
NOV 16 1998
Docket By AL
Action —
Due Date —

**TRADEMARK
REEL: 1858 FRAME: 0207**

APPLICATION NUMBER: 74549830
REGISTRATION NUMBER: 2110207

FILING DATE: 07/15/1994
ISSUE DATE: 11/04/1997

MARK: MAX KOHL MK

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74121179
REGISTRATION NUMBER: 1699157

FILING DATE: 12/06/1990
ISSUE DATE: 07/07/1992

MARK: CS CRABLE SPORTSWEAR

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74322574
REGISTRATION NUMBER: 1809285

FILING DATE: 10/15/1992
ISSUE DATE: 12/07/1993

MARK: CS

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74353335
REGISTRATION NUMBER: 1836240

FILING DATE: 01/28/1993
ISSUE DATE: 05/10/1994

MARK: MK

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74600410
REGISTRATION NUMBER: 1963922

FILING DATE: 11/18/1994
ISSUE DATE: 03/26/1996

MARK: STAR PLAYER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74600421
REGISTRATION NUMBER: 1983514

FILING DATE: 11/18/1994
ISSUE DATE: 07/02/1996

MARK: STAR PLAYER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74079316
REGISTRATION NUMBER: 1645341

FILING DATE: 07/18/1990
ISSUE DATE: 05/21/1991

MARK:

DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 74079314
REGISTRATION NUMBER: 1836835

FILING DATE: 07/18/1990
ISSUE DATE: 05/17/1994

MARK: WOLF

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75020340
REGISTRATION NUMBER: 2070732

FILING DATE: 11/15/1995
ISSUE DATE: 06/10/1997

MARK: WOLF ATHLETIC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73298687
REGISTRATION NUMBER: 1210599

FILING DATE: 02/25/1981
ISSUE DATE: 09/28/1982

MARK: WOLF

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74079312
REGISTRATION NUMBER: 1654387

FILING DATE: 07/18/1990
ISSUE DATE: 08/20/1991

MARK:

DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 74214499
REGISTRATION NUMBER: 1781497

FILING DATE: 10/21/1991
ISSUE DATE: 07/13/1993

MARK: WOLF WEAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74494182
REGISTRATION NUMBER: 1880707

FILING DATE: 02/25/1994
ISSUE DATE: 02/28/1995

MARK: CS CRABLE SPORTSWEAR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75039041
REGISTRATION NUMBER: 2026954

FILING DATE: 01/02/1996
ISSUE DATE: 12/31/1996

MARK: CS CRABLE SPORTSWEAR

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74250117
REGISTRATION NUMBER: 1744537

FILING DATE: 02/27/1992
ISSUE DATE: 01/05/1993

MARK: SMOOTHEST OUT OF THE TUBE AND ON THE JOB

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

DOROTHY RILEY, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Form PTO-1594
1-31-92

11-03-1998

U.S. Department of Commerce
Patent and Trademark Office

SHEET



FEB 02 1999

To the Honorable Comm:
Please record the att:

100808449

rks.
y the RECEIPT ACTING DM.

1. Name of conveying party(ies):

CS Crable Sportswear, Inc.
7725 East Kemper Road
Cincinnati, Ohio 45249

- Individual(s)
- Association
- General Partnership
- Ltd. Partnership
- Corporation - OHIO
- Other

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

2. Name and address of receiving party(ies):

Brazos, Inc.
4101 Founders Boulevard
Batavia, Ohio 45103

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: 2-2-98

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date:

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

A. Trademark Application No. (s)
74/250,117
75/213,345

B. Trademark Registration No. (s)
1,699,157
1,809,285

Additional numbers attached? Yes No

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

Carol M. Nielsen, Esq.
BUTLER & BINION, L.L.P.
1000 LOUISIANA, SUITE 1600
HOUSTON, TEXAS 77002

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 640.00
 Enclosed
 Authorized to charge to deposit account

8. Deposit account number: 02-4952
(Attach duplicate copy of this page if paying by deposit account)

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.

Carol M. Nielsen
Name of Person Signing

Carol M. Nielsen
Signature

01/30/98
Date

Total number of pages comprising cover sheet:

02/10/1998 VIRGIN 0000044 1672157
01 FC:481 40.00 UP
02 FC:482 375.00 @

CERTIFICATE OF EXPRESS MAILING

415E

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail to Assistant Commissioner of Patents and Trademarks, Assignment Branch, North Tower Building, Suite 10C35, Washington, D.C. 20231 this 30th day of January, 1998. The Express Mail Label is: *EM164509709US

EM164509709US

Signature

Genia Duffey



Conveying party: CS Crable Sportswear, Inc.
Receiving party: Brazos, Inc.
Attorney Docket No.: 372510-000030
Page 2

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
CONTINUATION

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

A. Trademark Application No. (s)

74/549,830

B. Trademark Registration No. (s)

1,836,240

1,963,922

1,983,514

1,645,341

1,836,835

2,070,732

1,210,599

1,654,387

1,781,497

1,880,707

2,026,954

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "*Assignment*") is made as of September 29, 1997, by CS Crable Sportswear, Inc., an Ohio corporation ("*Assignor*"), in favor of Brazos, Inc., a Texas corporation ("*Assignee*").

WITNESSETH

A. Pursuant to an Asset Purchase Agreement dated September 29, 1997 (the "*Purchase Agreement*") among Assignor and Assignee, Assignee purchased substantially all of the assets of Assignor.

B. Under the terms of the Purchase Agreement Assignor has agreed to convey certain trademarks to Assignee.

NOW THEREFORE, Assignor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Trademarks listed in *Exhibit A* attached hereto and made a part hereof, including, without limitation, all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements (provided, however that any proceeds of any such suits related to past infringements shall be payable, immediately upon receipt thereof, to Seller) and the goodwill of the businesses associated with and symbolized by the Trademarks.

2. Representations and Warranties. Assignor represents and warrants that it has the full right and power to enter into this Assignment and that it has made no previous assignment, transfer, conveyance or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on any of the Trademarks except as disclosed on Schedule L to the Purchase Agreement.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Assignor and Assignee. To the extent any provision of this Agreement is deemed to be in conflict with any provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall govern the rights of the parties hereto. Except for the conveyance pursuant to this Assignment, Buyer shall not be granted any rights under this Agreement which are in addition to any rights granted to Buyer under the Purchase Agreement.

4. Binding Effect; Governing Law. This Assignment shall be binding upon Assignor and its respective successors and permitted assigns, and shall inure to the benefit of

Assignee and its successors and assigns. This Assignment shall, except to the extent that the laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the laws of the State of Ohio and the applicable laws of the United States of America.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

CS CRABLE SPORTSWEAR, INC.

By: *John W. Hayden*
Name: *John W. Hayden*
Title: *Chairman, CEO*

STATE OF *Ohio*
COUNTY OF *Columbus*

On this *29th* day of September, 1997, before me personally appeared *John W. Hayden* known to me and being duly sworn, deposes and says that he is the *Chairman, CEO* of CS Crable Sportswear, Inc. (the "Company"); that he signed the foregoing instrument as such officer pursuant to the authority vested in him by law; and that the foregoing instrument is the voluntary act of Company and he desires the same to be recorded as such.



[Signature]
NOTARY PUBLIC
MARK D. HEMMERLE, Attorney
Commission has no expiration
per O.R.C. 147.03
My Commission Expires: _____

EXHIBIT A

<u>Registered Mark:</u>	<u>Registration No.</u>
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<u>Pending Applications</u>	<u>Application No.</u>
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Max Cole Logo	74/549830
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