

02-24-1999

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Docket No.:

02-08-1999



100970263

U.S. Patent & TMO/TM Mail Rcpt Dt. #34

Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies): Snake Creek Manufacturing Company, Inc.

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

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

3. Nature of conveyance:

2-8-99

- Assignment, Merger, Security Agreement, Change of Name, Other Bought company

Execution Date: June 22, 1998

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

Name: inter-national childrenswear, LLC
Internal Address:
Street Address: 3500 Sixth Avenue, South
City: Birmingham State: AL ZIP: 35222

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Refund Ref: 02/23/1999 DNGUYEN 0000077481

See attached.

CHECK Refund Total: \$195.00

Additional numbers Yes No

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

Name: Robert J. Veal
Internal Address: VEAL & ASSOCIATES

02/23/1999 DNGUYEN 00000125 1993915

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

Street Address: 200 Cahaba Park Circle, Suite 125
City: Birmingham, State: AL ZIP: 35242

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$560.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

365E

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.

Robert J. Veal, Registration No. 30,895

Name of Person Signing

Signature

February 2, 1999

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

AMERICAN FRONTIER, U.S. Reg. No. 1993915; Reg. Date: August 13, 1996  
HURDLES, U.S. Reg. No. 1294440; Reg. Date: September 11, 1984  
IGUANA DON, U.S. Reg. No. 1860169; Reg. Date: October 25, 1994  
IGUANA DON, U.S. Reg. No. 1752634; Reg. Date: February 16, 1993  
IGUANA DON & Design, U.S. Reg. No. 1644464; Reg. Date: May 14, 1991  
JOE SNEAKS, U.S. Reg. No. 1890581; Reg. Date: April 18, 1995  
JUNGLE HABITAT, U.S. Reg. No. 2040872; Reg. Date: February 25, 1997  
MISC. DESIGN (Joe Sneaks), U.S. Reg. No. 1898178; Reg. Date: June 6, 1995  
MOPP TOPPS & Design, U.S. Reg. No. 1294429; Reg. Date: September 11, 1984  
PRO (Stylized), U.S. Reg. No. 1839039; Reg. Date: June 7, 1994  
SC & Design, U.S. Reg. No. 1146441; Reg. Date: January 27, 1981  
SNAKE CREEK (Stylized), U.S. Reg. No. 1146442; Reg. Date: January 27, 1981  
SPORT DEPT., U.S. Reg. No. 2016038; Reg. Date: November 12, 1996  
SURVIVAL GEAR & Design, U.S. Reg. No. 1807622; Reg. Date: November 30, 1993

## ASSIGNMENT OF TRADEMARKS

This Agreement effective as of June 23, 1998.

WHEREAS, Snake Creek Manufacturing Company, Inc., a New York corporation (hereinafter assignor), of 350 Fifth Avenue, New York, New York, is the owner of the trademarks listed below:

WHEREAS, Inter-National Childrenswear, LLC, an Alabama limited liability company (assignee), of 3500 Sixth Avenue South, Birmingham, Alabama 35222, is desirous of acquiring the entire interest of assignor in and to the following trademarks; and the good will of the business assets herewith.

AMERICAN FRONTIER, U.S. Reg. No. 1993915; Reg. Date: August 13, 1996  
HURDLES, U.S. Reg. No. 1294440; Reg. Date: September 11, 1984  
IGUANA DON, U.S. Reg. No. 1860169; Reg. Date: October 25, 1994  
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SURVIVAL GEAR & Design, U.S. Reg. No. 1807622; Reg. Date: November 30, 1993

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, assignor, by these presents does sell, assign and transfer unto the said assignee all of its right, title and interest in and to the said trademarks described above, together with the goodwill of the business symbolized by said trademarks and registrations thereof, the same to be held and enjoyed by the said assignee, for its own use and benefit and that of its successors, assigns and legal representatives, to the full end of the term for which said trademarks are granted, as fully and entirely as the same would have been held had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives, subject to the rights of any licensees under any existing license agreements to which assignor is a party or to the obligations under which Snake Creek Manufacturing Company, Inc. have succeeded or to which its right in said trademarks is subject and subject further to any obligations to said licensees which assignor may have; and said assignor does hereby covenant and agree with the said assignee to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer said trademarks, claims for damages by reason of past infringement and right to sue and collect therefor to assignee.

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TRADEMARK  
REEL: 1858 FRAME: 0635

