

1-31-92

2.25.99

TRADE



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Liberty Fabrics, Inc.
295 Fifth Avenue
New York, New York 100016

- Individual(s)
- General Partnership
- Corporation
- Other:
- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

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

Name: Pattern Co., Inc.
Address: 1105 No. Market Street, Suite 1300
Wilmington, Delaware 19899

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other:

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(s) attached: Yes No

3. Nature of conveyance:

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

Effective Date: October 1, 1993

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

A. Trademark Application No.(s)

327,662

B. Trademark Registration No.(s)

1,977,173

Additional Numbers attached? Yes No - SEE ATTACHED SCHEDULE A

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

Name: Albert J. Breneisen
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: 19

7. Total fee (37 C.F.R. 3.41) 490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-0600

02/26/1999 DNGUYEN 00000038 110600 1977173

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 450.00 CH

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.

Albert J. Breneisen (Reg. 25,054)
Name of Person Signing

February 22, 1999
Date

MARK DESCRIPTION.....	SERIAL NO.....	REG. NO.....	SEC. 8&15 DUE..	CLASS(S).....	STATUS.....
	FILED	ISSUED	RENEWAL DUE	GOODS/SERVICES	
COTTON-TRONIC	327,662	21 JUL 1997		24 WARPKNIT ELASTIC FABRIC FOR ATHLETIC AND INTIMATE APPAREL SUPPORT GARMENTS	ALLOWED
ENGINEERED COMFORT TECHNOLOGY	118,385	13 JUN 1996		24 ELASTIC FABRIC FOR USE IN THE MANUFACTURE OF ATHLETIC WEAR	ALLOWED
EVAPORATOR	003,521	10 OCT 1995		24 ELASTIC FABRICS FOR USE IN THE MANUFACTURE OF SWIMWEAR, INTIMATE APPAREL, ATHLETIC WEAR AND MEDICAL GOODS	ALLOWED
EXTERNAL CONNECTIVE TISSUE	118,384	13 JUN 1996		24 ELASTIC FABRIC FOR USE IN THE MANUFACTURE OF ATHLETIC WEAR	ALLOWED
EXTREME COMFORT TECHNOLOGY	117,958	13 JUN 1996		24 ELASTIC FABRIC FOR USE IN THE MANUFACTURE OF ATHLETIC WEAR	PUBLISHED
GRIP-A-TRONIC	327,663	21 JUL 1997		24 WARPKNIT ELASTIC FABRIC FOR ATHLETIC AND INTIMATE APPAREL SUPPORT GARMENTS	ALLOWED
MERCURY	567,102	09 OCT 1998		24 WARP KNIT ELASTIC FABRIC	PENDING
SATIN SORBET	567,251	09 OCT 1998		24 WARP KNIT ELASTIC FABRIC	PENDING
SUPERLOC SOFT	328,260	21 JUL 1997		25 FOUNDATION GARMENTS	ALLOWED
SUPERLOC SOFT	328,230	21 JUL 1997		24 WARPKNIT ELASTIC FABRIC FOR INTIMATE APPAREL SUPPORT GARMENTS	ALLOWED
VAPORIZER	003,558	10 OCT 1995		24 ELASTIC FABRICS FOR USE IN THE MANUFACTURE OF SWIMWEAR, INTIMATE APPAREL, ATHLETIC WEAR AND MEDICAL GOODS	PENDING
VECTRA	223,169	08 JAN 1997		24 FABRICS FOR THE MANUFACTURE OF ACTIVEWEAR AND SWIMWEAR	ALLOWED

MARK DESCRIPTION.....	SERIAL NO.....	REG. NO.....	SEC. 8&15 DUE..	CLASS(ES).....	STATUS.....
	FILED	ISSUED	RENEWAL DUE	GOODS/SERVICES	
DUPLE	506,686 29 MAR 1994	1,977,173 28 MAY 1996	28 MAY 2002 29 MAY 2006	24 CIRCULAR KNIT DOUBLE FACED FABRICS FOR INTIMATE APPAREL AND ACTIVE WEAR	REGISTERED
ECT	544,076 29 JUN 1994	1,968,919 16 APR 1996	16 APR 2002 17 APR 2006	24 ELASTIC FABRIC FOR USE IN THE MANUFACTURE OF ATHLETIC WEAR	REGISTERED
FASHION MATES	083,481 31 JUL 1990	1,751,920 09 FEB 1993	09 FEB 1999 10 FEB 2003	24 LACE FABRICS; POWERNET FABRICS; AND TRICOT FABRICS FOR MAKING INTO FOUNDATION GARMENTS AND LINGERIE	REGISTERED
INTIMATE COMFORT	162,806 02 MAY 1991	1,749,439 26 JAN 1993	26 JAN 1999 27 JAN 2003	24 STRETCH FABRICS FOR LADIES UNDERGARMENTS	REGISTERED
SUPERLOC	257,688 23 MAR 1992	1,803,772 09 NOV 1993	09 NOV 1999 10 NOV 2003	24 WARPKNIT ELASTIC FABRIC FOR ATHLETIC AND INTIMATE APPAREL SUPPORT GARMENTS	REGISTERED
ULTRA-LITES	104,813 10 OCT 1990	1,676,824 25 FEB 1992	25 FEB 2002	24 ELASTIC FABRICS FOR SWIMWEAR AND LINGERIE	REGISTERED
WINNING COMFORT	742,481 27 JUL 1988	1,524,567 14 FEB 1989	16 FEB 2009	24 FABRIC FOR USE IN MANUFACTURE OF RECREATIONAL SPORTS CLOTHING AND INTIMATE APPAREL	REGISTERED

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT from LIBERTY FABRICS, INC., a corporation organized under the laws of the State of Delaware having a place of business at 295 Fifth Avenue, New York, New York 10016 (hereinafter "Assignor"), to PATTERN CO., INC., a corporation organized under the laws of Delaware having a place of business at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19899 (hereinafter "Assignee").

WITNESSETH THAT:

WHEREAS, the Assignor has executed an Assignment and Assumption Agreement effective October 1, 1993 providing, on the terms and conditions set forth herein, for the sale, transfer and assignment and conveyance to Assignee of certain of the business and assets of Assignor, including the U.S. trademark registrations and pending U.S. trademark applications, as set forth on Exhibit A attached hereto.

NOW THEREFORE, in consideration of the mutual obligations set forth in the Assignment Agreement, and other valuable consideration, receipt of which is hereby acknowledged, Assignor by these presents does hereby sell, transfer, convey and assign unto the Assignee its entire right, title and interest in and to the trademark registrations listed in Exhibit A attached hereto together with the goodwill of the business appertaining to and symbolized by said trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives to the end of the term for which said Registrations were granted, as fully and entirely as the same would have been and enjoyed by Assignor if this sale and assignment had not been made; together with all claims for damages that now exist by reason of any past infringement of

said Registrations, with the right to sue for and collect for its own use and benefit and for the use and benefit of its successors, assigns or other legal representative.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed through the signature of its duly authorized representative.

Dated: February 18, 1999

LIBERTY FABRICS, INC.

By: *David Hilicoat*
[Name] David Hilicoat
[Title] President

Sworn to and subscribed before me this 18th day of February, 1999

Carol M. Nordquist
NOTARY PUBLIC
CAROL M. NORDQUIST
Notary Public, State of New York
No. 41-4907358
Qualified in Queens County
Certificate Filed in New York County
Term Expires June 20, 2000
Dated: February 18, 1999

PATTERN CO., INC.

By: *David W. Dupert*
[Name] David W. Dupert
[Title] Vice President

Sworn to and subscribed before me this 19 day of February, 1999

Phyllis L. Kucharski
NOTARY PUBLIC

PHYLLIS L. KUCHARSKI
NOTARY PUBLIC
My Commission Expires November 10, 2001