

03-08-1999



100979309

3-4-99

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 Effective Date
Month Day Year
- Change of Name
- Other

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

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.)

03/04/1999 JSHBAZZ 00000190 74080519

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
425.00 OP

E

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:

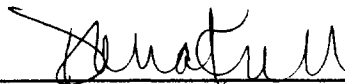
Yes

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.



3/3/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

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

Enter Additional Receiving Party

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

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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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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2,106,061	<input type="text"/>	<input type="text"/>
1,139,655	<input type="text"/>	<input type="text"/>
1,245,371	<input type="text"/>	<input type="text"/>
1,250,448	<input type="text"/>	<input type="text"/>
1,959,660	<input type="text"/>	<input type="text"/>
1,934,878	<input type="text"/>	<input type="text"/>
7,408,971	<input type="text"/>	<input type="text"/>

Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Artic Armor	1,591,040	4-10-90
Cushioned Engineering	1,698,425	6-30-92
East-Tenn	768,444	4-21-64
Game Sox	1,810,096	12-7-93
Game Sox and design	1,904,495	7-11-95
Gun Sock	918,296	8-10-71
Kidsox	2,138,095	2-24-98
Kiddysox	1,782,785	7-20-93
Lineone	1,808,505	11-30-93
The Perfect Opaque	2,106,061	10-14-97
Ridgeview and design	1,139,655	12-21-78
Surely Sheer	1,245,371	7-12-83
Thick Skins	1,250,448	9-6-83
Thin Skin	1,959,660	3-5-96
Thin Skins	1,934,878	11-14-95
Zone Defense	7,408,971	2-19-91

Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Pro Am	74-080,519	7-23-90
Workzone and design	75-506,149	6-24-98

SECURITY AGREEMENT

(Trademarks)

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

WHEREAS, Ridgeview, Inc., a North Carolina corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** (the "Trademarks");

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;

WHEREAS, the Assignor has entered into a Loan and Security Agreement, dated as of February 12, 1999 (the same as it may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"), by and among the Assignor, certain of its affiliates, the lenders party thereto from time to time (the "Lenders"), BankBoston, N.A., as agent for the Lenders (the "Agent"), and the Co-Agent, pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor; and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to grant to the Agent, on behalf 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 any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) the 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, and

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

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Agent, on behalf 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 and Lenders with respect to the 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 Agreement to be duly executed by its authorized officer or agent as of February 12, 1999.

RIDGEVIEW, INC.

[Corporate Seal]

By: Hugh R GATHER
Name: HUGH R GATHER
Title: President

Attest:

By: P. Douglas Yoder
Name: P. DOUGLAS YODER
Title: Secretary

STATE OF GEORGIA)
COUNTY OF FULTON) ss.:

This 12th day of February, 1999, personally came before me, a Notary Public in and for said County and State, P. Douglas Yoder who, being by me duly sworn, says that s/he is the Secretary of Ridgeview, Inc., that the foregoing instrument was signed by Hugh R. Gaither on behalf of said entity by his/her authority duly given, and that s/he acknowledged said instrument in writing to be the act and deed of said entity.

Witness my hand and official seal.

Notary Public:

Carol Garrett
Name: CAROL GARRETT
(Print or type)

My commission expires:

Notary Public, DeKalb County, Georgia.
My Commission Expires January 16, 2001.

[NOTARIAL SEAL]