

04-09-1999

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



101006517

**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

Name

Execution Date
Month Day Year

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 ☐ 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.)
- ☐ Corporation ☐ Association
- ☒ Other
- ☐ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/08/1999 DNGUYEN 00000172 1980674

01 FC:481

(40.00 DP)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK
REEL: 1880 FRAME: 0322

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

404/888-4225

Name

Natalie Lewis

Address (line 1)

Hunton & Williams

Address (line 2)

600 Peachtree Street

Address (line 3)

Suite 4100

Address (line 4)

Atlanta, GA 30308

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

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)

1,980,674		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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

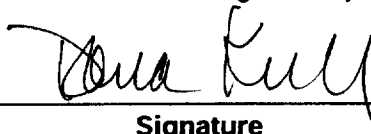
☐

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.

Name of Person Signing



Signature

4/1/99

Date Signed

ASSIGNMENT FOR SECURITY AGREEMENT

(Trademarks)

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

WHEREAS, Hartwell Industries, Inc., a Florida corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** (collectively, the "Trademarks"), and

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, and

WHEREAS, the Assignor has entered into that certain Amended and Restated Loan and Security Agreement dated as of November 14, 1997 (as amended, modified, supplemented or restated from time to time, the "Loan Agreement"; unless otherwise defined herein, terms defined in the Loan Agreement being used herein as therein defined) among Hartwell Sports, Inc., an Alabama corporation ("Hartwell"), Katzenberg Brothers, Inc., a Delaware corporation ("Katzenberg"), Embroidery Services, Inc., a Kentucky corporation ("ESI"), Century Place, Inc., a North Carolina corporation ("Century") and Desert Heat, Inc., an Arizona corporation ("Desert Heat," together with Hartwell, Katzenberg, ESI and Century, the "Borrowers", each a Wholly Owned Subsidiary of the Assignor), the Assignor, the financial institutions party thereto from time to time (the "Lenders") and BankBoston, N.A., as agent for the Lenders (the "Agent"), pursuant to which the Lenders have made or agreed to make certain loans or other financial accommodations to or for benefit of the Borrowers that directly and indirectly benefit the Assignor, and

WHEREAS, pursuant to the terms of Article 17 of the Loan Agreement, the Assignor has guaranteed all Secured Obligations of the Borrowers under the Loan Agreement and Related Loan Documents, and

WHEREAS Assignor has agreed as security for the payment and performance of the Secured Obligations to assign to the Agent, and to grant to the Agent, for the benefit 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 the registrations and applications for registration thereof and the goodwill of the business symbolized by the Trademarks,
- (b) 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,

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

(g) all proceeds of and accessions to any and all of the foregoing, and

WHEREAS, it is a condition to the obligations of the Lenders to make Loans to the Borrowers under the Loan Agreement that the Assignor enter into this agreement and grant to the Agent, for the benefit of the Lenders, a continuing security interest in, and a continuing lien on, the Trademark Collateral,

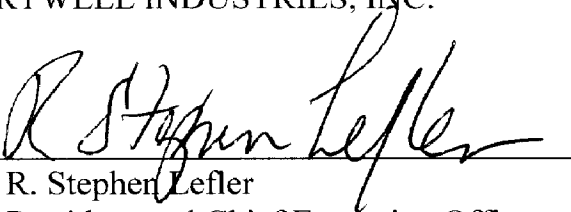
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Agent, and grants to the Agent, for the benefit of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the assignment of and 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.

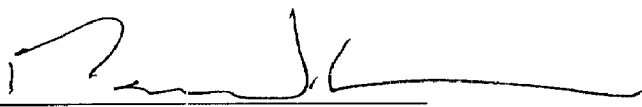
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of June 17, 1998.

HARTWELL INDUSTRIES, INC.

[Corporate Seal]

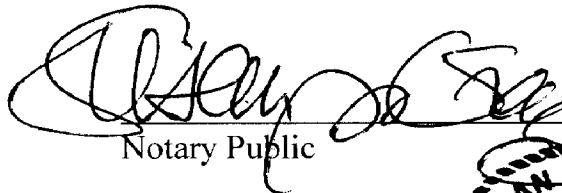
By: 
R. Stephen Lefler
President and Chief Executive Officer

Attest:

By: 
Peter W. Klein
Secretary

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

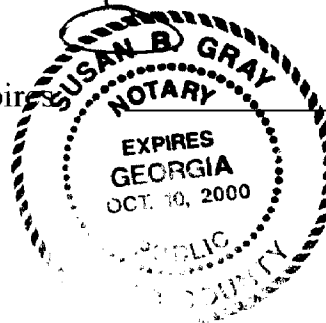
On this 17th day of June, 1998, before me personally came R. Stephen Lefler, to me known, who, being by me duly sworn, did depose and say that he is President & Chief Executive Officer of Hartwell Industries, Inc., the corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his thereto by like order.



Notary Public

My Commission Expires _____

[NOTARIAL SEAL]



SCHEDULE A
(Trademarks)

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Date Issued</u>
DESERT HEAT and Design on Class 25	1,980,674	6/18/76