

05-28-1999



REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

mds-2499

101049338

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

1. Name of conveying party(ies):
 Hollingsworth Saco Lowell, Inc.
 3309 Laurens Road
 Greenville, SC 29607

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

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

2. Name and address of receiving party(ies)

Name: SL, Inc.

Internal Address: 23rd Floor

Street Address: 301 N. Main Street

City: Greenville State: SC ZIP: 29601

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State South Carolina
 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(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 040699

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

A. Trademark Application No.(s)
75/141,972
75/141,970
75/141,971

B. Trademark Registration No.(s)

| | | | |
|-----------|---------|-----------|-----------|
| 1,943,803 | 935,310 | 737,100 | 671,816 |
| 1,936,618 | 919,764 | 1,195,017 | 2,157,516 |
| 2,153,965 | 802,187 | 1,168,087 | 732,709 |
| 759,626 | 521,142 | 1,244,210 | 124,903 |

Additional numbers attached? Yes No

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

Name: Cherie W. Blackburn

Internal Address: _____

Nelson, Mullins, Riley & Scarborough

P. O. Box 1806

Street Address: _____

05/27/1999 JSHABAZZ 00000160 75141972

01 FC:488: 40.00 DP
 02 FC:482: 150.00 DP

City: Charleston State: SC ZIP: 29402-1806

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 490.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Cherie W. Blackburn
 Name of Person Signing

Cherie W. Blackburn
 Signature

5/19/99
 Date

Total number of pages including cover sheet, attachments, and document: 38

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "VICTOR SHAW RING TRAVELER CO.", Registration #124903, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

Paul C. Williams III
Robert A. deHull

By: Andy B. Poon
Its: Vice President

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "ROCKET" (and Design), Registration # 671816, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

[Signature]
Frank C. W. [Signature]

By: *Andy B. [Signature]*
Its: *Vice President*

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Rasol, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C. Williams witnessed the execution thereof.

Robert A. deHoll

SWORN to and subscribed before me
this 6th day of April, 1999.

Frank C. Williams (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-1-2001

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named ANDY B. RASOR, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with DAVID A. PRATTLEMAN witnessed the execution thereof.

Frank W. Duncanson

SWORN to and subscribed before me

this 6 day of APRIL, 1999.

David A. Prattleman (L.S.)
Notary Public for South Carolina

My Commission Expires: 2-28-2000

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "SACO LOWELL", including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

Frank C. Williams
Robert A. deHull

By: Andy B. Rizer
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Casor, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C Williams III witnessed the execution thereof.

Robert A. deHoe

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank Camp Williams III (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "MASTERDRAFT", Registration #1253965 including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

Frank C. Williams
Robert A. deHoe

By: Andy B. Reser
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Easor, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C. Williams witnessed the execution thereof.

Robert A. DeHue

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank C. Williams (L.S.)

Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "MAGNEDRAFT", Registration #935310, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

Frank C. Williams
Robert A. deHull

By: Andy B. Rear
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Caser, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C. Williams M witnessed the execution thereof.

Robert A. Atwell

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank Casp W Williams M (L.S.)

Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "PLYMASTER", Registration #919764, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

[Signature]
Robert A. DeHuel

By: *[Signature]*
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Rasor, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with DAVID A. QUATTLEBAM^{III} witnessed the execution thereof.

Robert A. DeHull

SWORN to and subscribed before me

this 6 day of APRIL, 1999.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 2-28-2000

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "SPINNSTER", Registration #802187, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

Paul Callaway
Robert A. DeHoll

By: Andy B. Ren
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Rasor, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C. Williams witnessed the execution thereof.

Ernest A. DeFall

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank C. Williams (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "SPINOMATIC", Registration #759626, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

Frank C. Williams
Robert A. DeHoll

By: Andy B. Rea
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Casor, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank Williams III witnessed the execution thereof.

Robert A. DeHoll

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank Camp Williams III (L.S.)

Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "ROVEMATIC", Registration #737100, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

Frank C. Williams
Robert A. DeHull

By: Andy B. Ross
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Eason, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C. Williams III witnessed the execution thereof.

Robert A. Jeffers

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank Camp Williams III (L.S.)

Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "TUFT-O-MATIC", Registration #1168087, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

[Signature]
Robert A. deHull

By: *[Signature]*
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named ANDY P. RASHE, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with DAVID A. SPATTELMAN witnessed the execution thereof.

Robert A. DeHuel

SWORN to and subscribed before me

this 6 day of APRIL, 1999.

S. J. A. Spatteman (L.S.)
Notary Public for South Carolina

My Commission Expires: 2-28-2000

ASSIGNMENT OF TRADEMARK/TRADE NAME

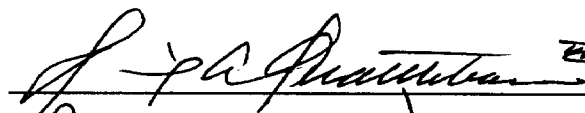
FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "FEED-O-MATIC", Registration #1195017, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

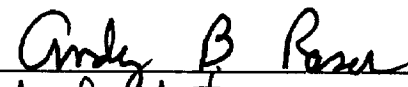
Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.


Robert A. deHoll

By: 
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named ANDY B. RASOR, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with DAVID A. PATTLEMAN # witnessed the execution thereof.

Robert A. deHuel

SWORN to and subscribed before me

this 6 day of APRIL, 1999.

[Signature] (L.S.)

Notary Public for South Carolina

My Commission Expires: 2-28-2000

ASSIGNMENT OF TRADEMARK/TRADE NAME


FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "VERSAMATIC", Registration #1244210, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

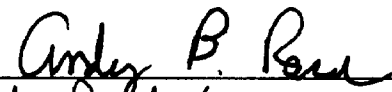
Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.


Robert A. deHull

By: 
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named ANDY B. ROSAR, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with DAVID A. PATTLECKA witnessed the execution thereof.

Robert A. DeHoe

SWORN to and subscribed before me

this 6 day of APRIL, 1999.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 2-28-2000

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "MARATHON", Registration #732709, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

[Signature]
Robert A. deHalle

By: *[Signature]*
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named ANDY B. RASOR, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with DAVID A. FLETCHER witnessed the execution thereof.

Robert A. Settle

SWORN to and subscribed before me

this 6 day of APRIL, 1999.

Janice P. [Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 2-28-2000

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, John D. Hollingsworth on Wheels, a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina ("Assignor"), hereby assigns to SL, Inc., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "ULTRAMIX", Registration #/Serial #2,157,516, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

JOHN D. HOLLINGSWORTH ON
WHEELS, INC.

Frank C. Williams III
Robert A. deHull

By: Andy B. Reser
Its: Vice-President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Rasor, an officer of John D. Hollingsworth on Wheels, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C. Williams III witnessed the execution thereof.

Robert A. DeHart

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank C. Williams III (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, John D. Hollingsworth on Wheels, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, Inc., a South Carolina corporation with a mailing address of 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "ULTRABLEND", (the "Mark") for which an application for registration was filed with the U.S. Patent and Trademark Office on July 30, 1996 (Serial #75/141972) including any registration of the Mark, the right to sue and recover against past infringers, any goodwill of the business symbolized by the trademark/trade name, and together with ongoing and existing business to which the Mark pertains.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

JOHN D. HOLLINGSWORTH ON
WHEELS, INC.

Paul C. Williams
Vice President
Robert A. deHalle

By: Andy B. Rose
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Rasor, an officer of John D. Hollingsworth on Wheels, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C Williams Wm witnessed the execution thereof.

Robert A. deHill

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank Carl Williams Wm (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, John D. Hollingsworth on Wheels, a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, Inc., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "TUFTOMIX", (the "Mark") for which an application for registration was filed with the U.S. Patent and Trademark Office on July 30, 1996 (Serial #75/141970), including any registration of the Mark, the right to sue and recover against past infringers, any goodwill of the business symbolized by the trademark/trade name, and together with ongoing and existing business to which the Mark pertains.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

JOHN D. HOLLINGSWORTH ON
WHEELS, INC.

Frank C. Williams
Robert A. deHoll

By: Andy B. Rees
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Rasor, an officer of John D. Hollingsworth on Wheels, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C. Williams witnessed the execution thereof.

Robert A. Hall

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank C. Williams (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, John D. Hollingsworth on Wheels, a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, Inc., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "CYCLOMIX" (the "Mark") for which an application for registration was filed with the U.S. Patent and Trademark Office on July 30, 1996 (Serial #75/141971), including any registration of the Mark, the right to sue and recover against past infringers, any goodwill of the business symbolized by the trademark/trade name, and together with ongoing and existing business to which the Mark pertains.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

JOHN D. HOLLINGSWORTH ON
WHEELS, INC.

Frank C. Williams
Robert A. deHoll

By: Andy B. Bass
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Rasor, an officer of John D. Hollingsworth on Wheels, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C. Williams III witnessed the execution thereof.

Robert A. DeHoll

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank Camp Williams III (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-1-2001

ASSIGNMENT OF TRADEMARK/TRADE NAME

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hollingsworth Saco Lowell, Inc., a South Carolina corporation with a mailing address at 3309 Laurens Road, Greenville, South Carolina 29607 ("Assignor"), hereby assigns to SL, INC., a South Carolina corporation with a mailing address at 301 N. Main Street, 23rd Floor, Greenville, South Carolina 29601 ("Assignee"), all right, title and interest in and to the trademark/trade name "SL", Registration #521142, including the right to sue and recover against past infringers, and any goodwill of the business symbolized by the trademark/trade name.

Assignor does hereby further covenant and agree that it will not execute any right or do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration but at the expense of said Assignee, its successors and assigns, execute any documents and take any action which Assignee may determine necessary or desirable in the enjoyment of this grant and in any proceedings or transactions involving such trademark/tradename.

DATED this 6th day of April, 1999.

WITNESS:

HOLLINGSWORTH SACO LOWELL,
INC.

Frank C. W. Dancik
Robert A. deHull

By: Andy B. Rous
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who made oath that s/he saw the within named Andy B. Rasor, an officer of Hollingsworth Saco Lowell, Inc., sign, seal and as his/her act and deed deliver the within written instrument and that s/he with Frank C. Williams M witnessed the execution thereof.

Robert A. deHue

SWORN to and subscribed before me

this 6th day of April, 1999.

Frank Camp Williams M (L.S.)

Notary Public for South Carolina

My Commission Expires: 4-1-2001