

06-25-1999



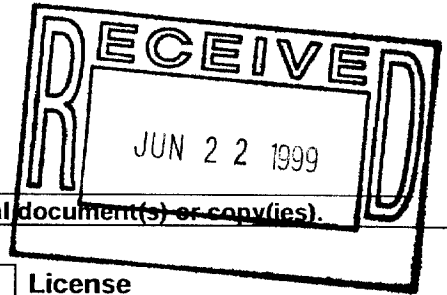
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TRADEMARKS ONLY



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 Derby Cap Manufacturing Co., Inc.

06171999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Kentucky

Receiving Party

Mark if additional names of receiving parties attached

Name Paramount Headwear, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Paramount Drive

Address (line 2) _____

Address (line 3) Bourbon

City

MO

State/Country

65441

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Missouri

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.)

06/24/1999 DNGUYEN 00000144 1392440

FOR OFFICE USE ONLY

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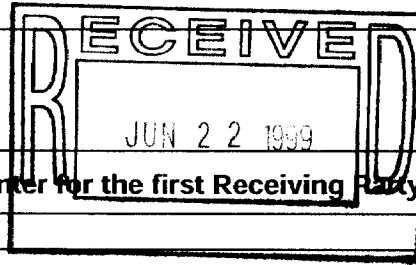
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments 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. 20231

TRADEMARK

REEL: 001918 FRAME: 0601



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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1392440"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Jeffrey L. Michelman
Name of Person Signing

Signature

June 18, 1999
Date Signed

ASSIGNMENT OF TRADEMARK

WHEREAS, Derby Cap Manufacturing Co., Inc., a Kentucky corporation ("Assignor"), is the owner of that certain trademark registration which is registered in the United States Patent and Trademark Office having Registration No. 1,392,440 for the mark DERBY CAP issued on May 6, 1986 (hereinafter referred to as the "Mark"); and

WHEREAS, Paramount Headwear, Inc., a Missouri corporation ("Assignee") is desirous of acquiring the entire right, title and interest of Assignor in and to the Mark and the goodwill associated therewith.

WHEREAS, contemporaneously with the execution of this Assignment of Trademark, Assignor and Assignee have consummated the transactions contemplated in that certain Asset Purchase Agreement dated June 17, 1999, pursuant to which, Assignee will purchase, among other assets, the Mark.

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, by these presents, does hereby sell, assign, and transfer unto Assignee all of its right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors and assigns, to the full end of the term for which said Mark is granted, together with all claims for damages by reason of past infringement of said Mark, 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. Assignor does hereby covenant and warrant that: (i) it is the owner of said Mark and has full right and title thereto and authority to sell, assign, and dispose of the same; (ii) it has not granted any right or license to use the Mark to anyone; (iii) the Mark is free and clear of any and all liabilities, security interests, pledges, liens, encumbrances, charges, imperfections of title or other burdens of every nature and kind; and (iv) it has not executed, and will not execute, any instrument in conflict herewith. Assignor does hereby further covenant and agree with Assignee to execute and deliver such other and further instruments and take such other and further actions as may be reasonably necessary or appropriate to transfer said Mark, claims for damages by reason of past infringement, and right to sue and collect therefor to Assignee.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 17th day of June, 1999.

Derby Cap Manufacturing Co., Inc.,
a Kentucky corporation

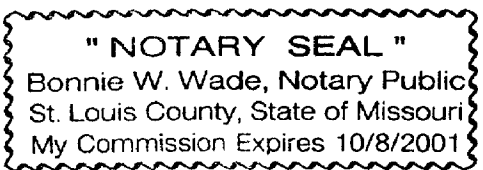
By: Fred G. Cogswell
Print Name: FRED G. COGSWELL
Its: President

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

On this 17th day of June, 1999, before me personally appeared Fred G. Cogswell, who, being duly sworn, did say that he is the President of Derby Cap Manufacturing Co., Inc.; that he signed the foregoing on behalf of said corporation; and acknowledged the foregoing to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed an official seal at my office in the county and state aforesaid, the day and year first above written.

Bonnie W. Wade
Notary Public



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