

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

8.24.99

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

1. Name of conveying party(ies):
 VF Workwear, Inc.

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: Red Kap Apparel Corp.
 Internal Address: _____
 Street Address: 200 Weldin Bldg., 3411 Silverside Rd.
 City: Wilmington State: DE ZIP: 19810

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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: June 22, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See attached Schedule "A"
 Additional numbers attached? Yes No

B. Trademark registration No.(s)
 See attached Schedule "A"
 Additional numbers attached? Yes No

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

Name: BRENDA J. CLEMENTS

Internal Address: RED KAP APPAREL CORP.

Street Address: 200 WELDIN BLDG.
3411 SILVERSIDE RD.

City: WILMINGTON State: DE ZIP: 19810

6. Total number of applications and registrations involved: 45

7. Total fee (37 CFR 3.41):.....\$ 1140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number:

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


08/27/1999 DC0ATES 00000033 1729513

01 FC:481
02 FC:482

40.00 OP
1100.00 OP

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.

Brenda J. Clements  August 23, 1999
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

08-27-1999



101128616

TRADEMARK
REEL: 001949 FRAME: 0618

SCHEDULE A

REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
3D POPLIN	1,729,513	11/3/92
CAPITOL	760,043	11/12/63
CAREER GEAR	1,812,211	12/21/93
CHALLENGER AND DESIGN	1,409,540	9/16/86
CHILL CHASER	1,096,065	7/11/78
CLASS ONE	2,006,402	10/8/96
COOL-FLEX	1,722,127	10/6/92
ESCORT	1,126,561	11/6/79
EXCALIBUR	1,411,371	9/30/86
FLEX-TEX	1,813,803	12/28/93
F.R. XPRESS	1,778,740	6/29/93
GAUNTLET GLOVE	2,224,646	2/16/99
HONOUR CORPS	1,723,943	10/13/92
HORACE SMALL APPAREL COMPANY	2,180,805	8/11/98
HORACE SMALL APPAREL COMPANY	2,180,794	8/11/98
IA IMAGE APPAREL AND DESIGN	2,233,655	3/23/99
IA IMAGE APPAREL AND DESIGN	2,233,657	3/23/99
INTERCEPTOR	2,173,746	7/14/98
LETTER PERFECT	1,741,389	12/22/92

LETTER PERFECT AND DESIGN	1,810,835	12/14/93
MR. 2 PLY AND DESIGN	771,951	6/23/64
MR. HORACE SMALL HERITAGE COLLECTION	1,585,763	3/6/90
NEW DIMENSION	1,767,512	4/27/93
NEW GENERATION	1,585,760	3/6/90
PHYSATWILL	1,791,723	9/7/93
PRES-TU-LAST	876,572	9/9/69
QUANTUM OUTWEAR SYSTEM	1,910,152	8/8/95
RECRUIT	1,144,305	12/23/80
SENTINEL	1,771,556	5/18/93
STREET SHIRT	1,795,921	9/28/93
THE FITTING IMAGE OF A PROFESSIONAL	1,528,359	3/7/89
TOP RANK	1,791,722	9/7/93
TUFF GEAR	2,008,736	10/15/96
ULTRALITE	1,623,756	11/20/90
VERTEX	2,010,231	10/22/96
WALKING TALL AND DESIGN	1,214,916	11/2/82
WASHINGTON SALES	2,038,277	2/18/97
WEATHER 4	2,097,783	9/16/97
WHEELS	2,054,411	4/22/97
WICK-TEK	2,024,473	12/17/96
WINGS	1,767,507	4/27/93

PENDING APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
EXCALIBUR	75/590,824	11/18/98
FIRST DEFENSE	75/458,481	3/27/98
MISCELLANEOUS DESIGN	75/590,823	11/18/98
THE KNIGHT	75/192,067	11/4/96

**ASSIGNMENT AND ASSUMPTION AGREEMENT
OF UNITED STATES TRADEMARKS**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 22nd day of June, 1999, between VF WORKWEAR, INC., a Delaware corporation ("Assignor"), with principal offices at 545 Marriott Drive, Nashville, Tennessee, and RED KAP APPAREL CORP., a Delaware corporation, with principal offices at 200 Weldin Building, Concord Plaza, 3411 Silverside Road, Wilmington, Delaware ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted and used in the United States the trademarks, service marks, and trade names listed in Schedule A and is the owner of the applications and registrations thereof shown in said Schedule A attached hereto and incorporated herein by reference ("the Trademarks"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks set forth in Schedule A;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title, and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor, hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to all the Trademarks and the applications and registrations thereof, together with the goodwill of the business which is symbolized by the Trademarks as described in Schedule A attached hereto and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts, and obligations associated with the Trademarks described in Schedule A.

3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest, and record in Assignee, full and complete ownership of the Trademarks or any of them.

4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of Delaware.

(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

VF WORKWEAR, INC.

By: Robert H. Matthews
Name: Robert H. Matthews
Title: President

RED KAP APPAREL CORP.

By: Candace S. Cummings
Name: Candace S. Cummings
Title: President

STATE OF TENNESSEE

COUNTY OF Davidson

)
) ss.
)

On this 21st day of June, 1999, personally appeared Robert H. Matthews, known to me or proven to me to be the President of VF Workwear, Inc., and acknowledged that he executed the foregoing Assignment and Assumption Agreement of United States Trademarks on behalf of VF Workwear, Inc., pursuant to due authority.

Cathy Marshall
Notary Public

My commission expires ~~My Commission Expires~~ SEPT. 18, 1999

(Notarial Seal)

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF GUILFORD)

On this 12th day of June, 1999, personally appeared Candace S. Cummings, known to me or satisfactorily proven to me to be the President of Red Kap Apparel Corp., and acknowledged that she executed the foregoing Assignment and Assumption Agreement of United States Trademarks on behalf of Red Kap Apparel Corp., pursuant to due authority.



Notary Public

My commission expires: 8/26/2003

(Notarial Seal)