

10-22-1999

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



101179780

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = = ▼

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

1. Name of conveying party(ies):
Kimberly-Clark Tissue Company

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

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

2. Name and address of receiving party(ies)

Name: Texel Industries, Inc.

Internal Address: P.O. Box 584

Street Address: 153 W. Main Street

City: Italy State: TX ZIP: 76651

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Texas
 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 30, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

 880,955 and 2,224,333

Additional numbers attached? Yes No

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

Name: ICARUS Inc.
Internal Address: ATTN: Elizabeth Deeg

Street Address: P.O. Box 486

City: Falls Village State: CT ZIP: 06031

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ \$65 (\$40 + \$25)

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 Kimberly-Clark Deposit Acct. No. #11-0875
(Attach duplicate copy of this page if paying by deposit account)

10/22/1999 NTHAI1 00000005 110875 880955

DO NOT USE THIS SPACE

01 FCI481 40.00 CH
02 FE:482 Statement of Signatures

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.

 Gregg Marrazzo
Name of Person Signing

 Gregg Marrazzo
Signature

 October 14, 1999
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

QUIT CLAIM TRADEMARK ASSIGNMENT

KIMBERLY-CLARK TISSUE CO., a Pennsylvania corporation ("Assignor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Assignor paid by TEXEL INDUSTRIES, INC., a recently formed Texas corporation ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, does hereby QUIT CLAIM unto Assignee all of Assignor's right, title and interest, if any (Assignor making no representation or warranty regarding title or otherwise), in and to the trademark registrations for the DURAFAB and DURA-FAB trademarks, as more particularly described in Exhibit A attached hereto and made a part hereof (such right, title and interest, if any, hereinafter singularly and collectively called the "Trademark").

Provided, however, notwithstanding anything else to the contrary contained herein: Assignor shall be permitted to advertise, distribute and sell DURAFAB Rainwear (namely pants, jackets and ponchos) for a period of 36 months from the effective date of this Assignment; Assignee agrees that it will not use the Trademark in connection with Rainwear products for a period of 36 months from the effective date of this Assignment; and Assignor hereby reserves such rights in and to the Trademark as may be necessary or appropriate in connection with the matters described in this paragraph.

Assignee shall be responsible for all costs associated with the assignment of the Trademark, including but not limited to government recording costs and counsel fees.


IT IS UNDERSTOOD AND AGREED THAT THE TRADEMARK DESCRIBED HEREIN IS BEING CONVEYED HEREUNDER "AS IS" WITH ANY AND ALL FAULTS AND LATENT AND PATENT DEFECTS WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY ASSIGNOR. ASSIGNOR HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEREIN DESCRIBED TRADEMARK, INCLUDING WITHOUT LIMITATION ITS VALIDITY, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY TRADEMARK, TRADE NAME OR SERVICE MARK OF ANY THIRD PARTY.

Assignee from and after the date hereof releases and shall indemnify and hold harmless Assignor, its directors, officers, employees, agents, representatives, successors and assigns, from any damages, liabilities, losses, claims or costs of any kind or character in connection with the Trademark, **INCLUDING ANY OF THE FOREGOING CAUSED BY THE NEGLIGENCE OF ASSIGNOR OR ANY OTHER INDEMNITEE**, except to the extent the foregoing is caused by the gross negligence of Assignor.

This Assignment may be executed in multiple counterparts, with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

EXECUTED effective as of the 30th day of June, 1999.

ASSIGNOR:
KIMBERLY-CLARK TISSUE CO., a
Pennsylvania corporation

 By: Russell C. Taylor
Name: Russell C. Taylor
Title: Vice President

ASSIGNEE:
TEXEL INDUSTRIES, INC., a recently formed
Texas corporation

By: Elizabeth J. Deeg
Name: Elizabeth J. Deeg
Title: President

STATE OF Georgia §

-- COUNTY OF Forsyth §

This instrument was acknowledged before me on June 30, 1999 by Russell C. Taylor the Vice President Kimberly-Clark Tissue Co., a Pennsylvania corporation on behalf of such corporation.

Marian Hales
Notary Public, State of Georgia
Marian Hales
(printed name)

My commission expires:
06/30/2001

STATE OF Connecticut §

COUNTY OF Litchfield §

This instrument was acknowledged before me on June 25, 1999 by Elizabeth Deeg, the President of Texel Industries, Inc., a Texas corporation, on behalf of such corporation.

Linda Stawick
Notary Public, State of Connecticut
Linda Stawick
(printed name)

My commission expires:
2/28/2003

EXHIBIT A

Trademark Description

Kimberly-Clark Tissue Co.
Trademark: DURAFAB and DURA-FAB
Printed on : 02/17/1999

<u>Trademark</u>	<u>Country</u>	<u>Curr Reg No.</u>	<u>Reg Date</u>
DURA-FAB	United States	880955	11/18/69

CLASS: 25 39

DISPOSABLE ARTICLES OF WEARING APPAREL - NAMELY, HOSPITAL GARMENTS, NAMELY, EXAMINING GOWNS, LABORATORY COATS, SMOCKS, HEAD COVERS, FOOTWEAR COVERS, AND COVERALLS, INDUSTRIAL GARMENTS, NAMELY CLEAN ROOM COVERALLS, HEAD COVERS, FOOTWEAR COVERS, SHOP APRONS AND COATS; GENERAL

WEARING APPAREL FOR MEN, WOMEN AND CHILDREN, NAMELY, KITCHEN APRONS, SMOCKS, OVERALLS, BIBS, AND JACKETS IN CLASS 39 (INT. CLASS 25)

DURAFAB	United States	2224333	2/16/99
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CLASS: 25

RAINWEAR; NAMELY, PANTS, JACKETS AND PONCHOS