

10-26-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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



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10/22/99

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
Effective Date
Month Day Year
- Merger
- 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
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

10/25/1999 DNGUYEN 00000233 321154

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 325.00 OP

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: 001979 FRAME: 0419

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)

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.)

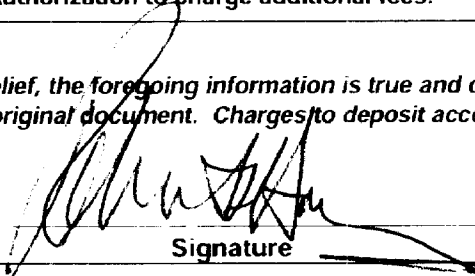
Deposit Account Number: #

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.

Robert D. Hovey
Name of Person Signing



Signature

10/20/99
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s)

Registration Number(s)

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778,613	997,677	1,106,432
1,116,294	1,246,177	
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ASSIGNMENT

Whereas, L.T. YORK COMPANY, a ~~Kansas~~ ^{Missouri} corporation, has adopted and is using the trademarks listed on attached Exhibit 1 and owns the registrations either in the United States Patent and Trademark Office or foreign countries therefor;

Whereas, ALVIN LAST, INC., a New York corporation, having its principal place of business at 425 Saw Mill River Road, Ardsley, New York 10502-2613, is desirous of acquiring said trademarks;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, said L.T. YORK COMPANY, does hereby assign unto the said ALVIN LAST, INC. all right, title and interest in and to said trademarks, together with the good will of the business symbolized by the trademarks, and the registrations of said trademarks, together with the right to sue for and collect on all claims for damages by reason of past infringement of said trademarks.

IN WITNESS WHEREOF, this instrument has been duly executed on the 21 day of OCTOBER, 1998, nunc pro tunc as of January 13, 1997, to be effective from said latter date.

EXHIBIT 1

<u>U.S. TRADEMARKS</u>	<u>REGISTRATION NO.</u>	<u>DATE ISSUED</u>
LUCKY TIGER	321,154	1/22/35
LUCKY TIGER and Design	419,775	3/5/46
CRU-BUTCH	695,419	3/29/60
MEDI-KAY and Design	731,065	5/8/62
POOLE'S	732,394	6/5/62
MEDI-GEL	733,680	7/3/62
SANDAHL'S CORRECT-WAY	747,502	4/2/63
SANDAHL'S SUR- GROOM	748,562	4/23/63
SANDAHL'S TRAINEE	760,126	11/12/63
MEDICREME	778,613	10/13/64
LUCKY LADY	997,677	11/5/74
HAIR CARE and Design	1,106,432	11/21/78
MEDI-KOOL	1,116,294	4/10/79
KIM	1,246,177	7/26/83

DEC 30 1996

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS**

RUSSELL L. BRENNER, Clerk
U. S. Court of Bankruptcy
By [Signature] Deputy

IN RE:)
)
L.T. YORK COMPANY)
a Missouri corporation,)
)
Debtor In Possession.)

Case No. 96-20720-11-JTF

**ORDER APPROVING APPLICATION FOR APPROVAL OF SALE OF CERTAIN
OF DEBTOR'S ASSETS FREE AND CLEAR OF LIENS
AND ENCUMBRANCES (SALE NO. 1)**

ON THE 30th day of December, 1996, came on for consideration the Application for Approval of Sale of Certain of Debtor's Assets Free and Clear of Liens and Encumbrances (Sale No. 1). Lentz & Clark, P.A. appears for Debtor; other appearances are noted on the record. Whereupon, after review of the pleadings, the file, and for good cause shown, the Court does find and order as follows:

1. Debtor filed its Voluntary Petition for Relief under Chapter 11 of Title 11 of the United States Code in the above-captioned matter on April 3, 1996. Since that time the Debtor has and continues to operate as a Debtor In Possession under the Bankruptcy Code.

2. This Court has jurisdiction of this matter under 28 U.S.C. 1334. This is a core proceeding pursuant to § 157(b)(2)(N). Venue in this district is proper pursuant to 28 U.S.C. § 1409.

3. Debtor intends to sell certain personal property ("Property"), as more fully described in and subject to the conditions as set forth in the Asset Purchase Agreement dated December 9, 1996, and attached to the Application ("Agreement").

4. The Agreement provides for the sale of Property to Purchaser in consideration of \$400,000.00 to Alvin Last, Inc. ("ALI") and under the terms and conditions set out in the Agreement.

5. Debtor is authorized to sell said Property free and clear of all liens and encumbrances with liens and encumbrances, if any, to attach to the sale proceeds. Debtor is authorized to pay from sale proceeds any and all usual and customary closing costs, after which payments Debtor is

authorized to first pay CIT Group/Credit Finance, Inc. ("CIT"), on its secured claim and to then retain the remaining proceeds to operate its business and administer this estate.

6. The sale is in the best interest of Debtor's estate, creditors and parties in interest and the terms and conditions of the Agreement represent good value and appropriate conditions for sale.

7. The Court finds Debtor's Application was duly and properly noticed and served and that a timely objection thereto was not filed; or in the alternative, a timely objection was filed but it is overruled or it was withdrawn. The Court specifically finds the restricted notice provided herein is adequate and reasonable under the circumstances and satisfies the notice requirements of Sections 102, 363, 365 of the Bankruptcy Code, and the requirements of Bankruptcy Rules 2002, 6004, 6006 and 9006. The terms of the Agreement were adequately described in the notice and Application and were sufficiently understood by all parties to justify approval of the Agreement and authority to sell based upon the terms and conditions of the Agreement; the terms and conditions in the Agreement are standard provisions of sale agreements of this nature. Based upon Debtor's sound business judgment and other good cause shown, the sale under the Agreement is necessary and proper at this time and the transaction complies with §§ 363(b), 363(f) and 365(f)

8. The transaction herein is an arm's length sale, the Purchaser under the Agreement is a good faith Purchaser as that term is defined under § 363(m) and the transaction is entitled to the protection afforded under Section 363(m).

9. Subsequent to the noticing of the sale herein, the Purchaser and Debtor have negotiated several minor changes to the parties' agreement as follows:

- a) The Debtor shall convey title to the assets conveyed to the Purchaser by a quitclaim bill of sale rather than a general warranty bill of sale.
- b) The Purchaser acknowledges and agrees that the financial information provided by the Debtor is true and accurate only to the best of its knowledge.
- c) The Debtor agrees that for a period of three years it will not compete in the manufacture and sale of the product lines which are the subject of this Sale Application. The non-compete shall be applicable throughout the United States.

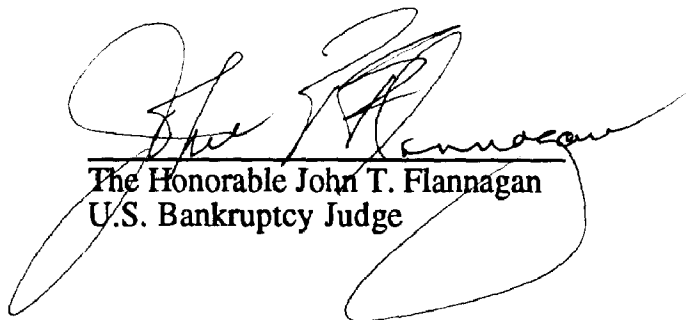
d) Purchaser is not assuming and shall not be liable for any product liability claims arising from transactions of the Debtor occurring prior to closing.

10. The Court finds that the foregoing changes are not material to the transaction as proposed and, accordingly, no further notice is needed to creditors or parties in interest, and

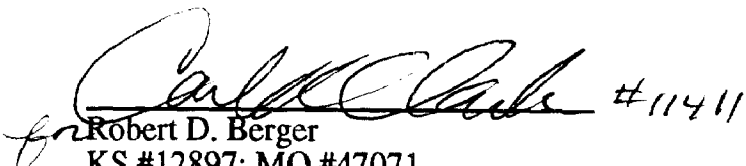
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Debtor's sale of the above-referenced property free and clear of liens and encumbrances with liens and encumbrances, including but not limited to all mortgages, liens, encumbrances, claims and other interests, if any, to attach to the sale proceeds, all in accordance with Debtor's Application, is hereby authorized and approved and the sale proceeds, less usual and customary closing costs, shall be paid as set forth above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Debtor's Application is hereby granted, the Agreement, as modified herein, is approved in all respects and Debtor is authorized and directed to implement the provisions thereof and to take such actions and execute such documents as are necessary to effectuate a closing and to consummate the Agreement.

IT IS SO ORDERED this 30th day of December, 1996.


The Honorable John T. Flannagan
U.S. Bankruptcy Judge

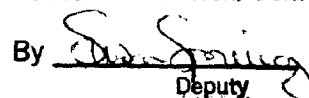
Submitted by:

 #11411
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Overland Park, KS 66212-0167
(913) 648-0600
(913) 648-0664 Telecopier
Attorney for Debtor In Possession

U.S. COURT OF BANKRUPTCY
DISTRICT OF KANSAS) SS

I hereby certify that
the foregoing is a true copy
of the original on file in
this court and cause.

RUSSELL L. BRENNER, Clerk

By 
Deputy

Dated: 07/17/98



Mark A. Shaiken

KS # 11011

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Attorney for Official Unsecured

Creditors' Committee

pldg/ord sell-bjl

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