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FORM PTO-1594 (Rev. 8-23) 64-99
OMB No. 0657-0011 (exp. 4/94)



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SHEET 1
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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):
BN Y Financial Corporation

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

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

2. Name and address of receiving party(ies)
Name: Hampton Industries, Inc.
Internal Address: 2000 Greenville High
Street Address: P O Box 6014
City: Kinston State: NC ZIP: 28502

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North 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 Release and Reassignment

Execution Date: MAY 6 1999

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
See Schedule

B. Trademark Registration No.(s)

11/23/1999 DCOATES 00000122 1088235

01 FC:482 25.00 DP Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert Stein Esq.
Internal Address: WOLF BLOCK
Schaefer - Solis Cohen
3300 73
Street Address: 250 Park Ave
10th Floor
City: NY State: NY ZIP: 10017

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

06/07/1999 MTHA11 00000144 1088235

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 700.00 DP

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.

LYN Slicker Name of Person Signing
[Signature] Signature
5/10/99 Date

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

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

SCHEDULE A

U.S. Trademark Registrations
Owned and Registered to Hampton Industries, Inc.

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
Angels Flight	1,088,235	03/28/78	03/28/98
Angels Flight	1,648,895	07/25/91	07/25/01
Blue Co. By La Tigre	1,828,355	03/29/94	03/29/04
Giani Blues	1,616,828	10/09/90	10/09/00
Giani Leona	1,318,290	02/05/85	02/05/05
Giani Sport	1,616,829	10/09/90	10/09/00
Hampco	1,018,058	08/12/75	08/12/05
Kaynee (stylized)	1,302,781	10/30/84	10/30/04

SCHEDULE A

Hampton	522,109	05/14/50	05/14/00
Hampton	1,240,458	05/31/83	03/11/03
Hampton Grill	1,160,139	07/07/81	07/07/01
Kaynee	90,312	02/18/13	02/18/03
Lion Logo	1,163,841	08/04/81	08/04/01
Lion Logo	1,527,000	02/28/89	02/28/09
Lion/HI and Logo	1,524,573	02/14/89	02/14/09
Loosen-up	1,722,121	10/06/92	10/06/02
Night Games	1,103,086	09/26/78	09/26/98
Prepshirt	910,937	04/06/71	04/06/01

DSN:50062.1

TRADEMARK
REEL: 001990 FRAME: 0944

RAF	1,664,182	11/12/91	11/12/01
RAF and logo	1,674,294	02/04/92	02/04/02
Rugged Country Outfitters	1,918,021	09/12/95	09/12/05
Say-Lu	1,629,253	12/25/90	12/25/00
Slouchers	1,928,149	10/17/95	10/17/05
Woodland	1,077,514	11/15/77	11/15/97
Woodland	1,623,748	11/20/90	11/20/00
Youngbloods	956,981	04/10/73	04/10/03
Youngbloods	1,165,650	08/18/81	08/18/01

SCHEDULE A

U.S. Trademark Pending Applications

Owned by Hampton Industries, Inc.

Country	Mark	Ser. No	Filed
Mexico	Le Tigre	187384	01/06/94
U.S.	Gentlemans' Touch	74/659645	04/12/95
U.S.	Nature's Threads	75/011420	10/27/95
U.S.	Northern Lakes	74/594034	11/02/95

DOMAIN NAMES

U.S.	ADVENTURE CENTER.COM
U.S.	CENTER.COM

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made this 6th day of May, 1999 by **BNY FINANCIAL CORPORATION** ("BNY").

WHEREAS, Hampton Industries, Inc. a North Carolina Corporation ("Borrower") and BNY Financial Corporation as Agent, a New York Corporation ("BNY"), are parties to a certain Trademark Collateral Assignment and Security Agreement dated as of May 3, 1996 as it may be amended from time to time pursuant to which BNY made certain loans and other financial accommodations to Borrower and pursuant to which Borrower granted a security interest in and to the Trademarks as each is defined below; and

WHEREAS, the Trademark mortgage was recorded in the United States Patent and Trademark Office on June 28, 1996 at Patent Reel 1481, Frames 0379; and

WHEREAS, the liabilities have been partially satisfied and, therefore, Borrower has requested that BNY release its security interest in the Trademarks and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. BNY hereby releases its security interest in Borrower's right, title and interest in and to all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trademark registrations, tradenames and trademark applications listed on Schedule A attached hereto, and made a part hereof, and (i) renewals and extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv) if this subparagraph, are hereinafter referred to as the "Trademarks"); and

(b) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

2. BNY hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by BNY, all of BNY's rights, title and interest, in and to the above Trademarks.

IN WITNESS WHEREOF, BNY has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

BNY FINANCIAL CORPORATION

By: *Charles J. Imperato* *5/4*
Senior Vice President