

11-26-1999

R SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

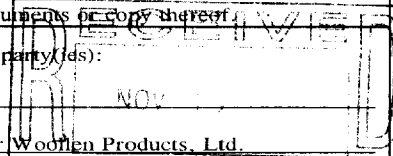
MRD 11/17/99



ONLY

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attached original documents or copy thereof



To the Honorable Commission

1. Name of conveying party(ies):

Forstmann & Company, Inc.

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

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 5, 1999

2. Name and address of receiving party(ies):

Name: Victor Forstmann, Inc.

Internal Address: c/o Victor Woolen Products, Ltd.

Street Address: C.P. 400, 250 De La Station

City: St. Victor State: Quebec ZIP: GOM 2B0, Canada

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

ANDOVER 511789	CASUWOOL 1673877
FORMULA I 2006673	FAST FORWARD 1863309
FORSTMANN 1595460	FORSTMANN 789758
FORSTMANN 517965	FORTMANN INT. 1875978
WORUMBO 211703	FORSTMANN WOOLENS 860612
LSV SUPERFINE 2065617	LSV SUPERFINE PLUS 2135526

Additional numbers attached? Yes No

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

Name: Douglas M. Eveleigh

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0019

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

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.

Douglas M. Eveleigh
Name of Person Signing

Douglas M. Eveleigh
Signature

November 16, 1999
Date

Total number of pages comprising cover sheet: 7

Do not detach this portion

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

11/24/1999 DNGUYEN 00000123 511789

01 FC:481
02 FC:482

40.00 OP
275.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

ASSIGNMENT OF UNITED STATES TRADEMARKS AND SERVICE MARKS

WHEREAS, Forstmann & Company, Inc., a Georgia corporation (the "Assignor"), whose post office address is P.O. Box 1048, Dublin, Georgia, 31040, has adopted, used and is using in the United States of America, the trademarks, trade names, service marks, assumed names and mottos as set forth in Schedule I attached hereto for which United States Trademark Registration Numbers have been issued, together with all translations, adaptations, derivations and combinations of the foregoing and all other trademarks, trade names, copyrights, service marks, assumed names and mottos used by Assignor in connection with the Business (as defined in the Asset Purchase Agreement)(the "Proprietary Rights"); and

WHEREAS, Victor Forstmann, Inc., a Delaware corporation (the "Assignee"), whose post office address is c/o Victor Woollen Products, Ltd., C.P. 400, 250 De La Station, Saint-Victor, Québec, GOM 2B0, Canada, is desirous of acquiring the Proprietary Rights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to the Assignee all right, title and interest in and to the Proprietary Rights, that part of the goodwill of the business connected with the use thereof and symbolized thereby, all rights to apply for registrations and to renew and continue the Proprietary Rights, and all common law rights associated therewith, together with the right to sue and recover damages for all past, present and future infringements thereof.

The warranties, representations and remedies with respect to the Proprietary Rights being assigned herein are those set forth in, and are governed by, the terms of that certain Asset Purchase Agreement dated October 21, 1999 between Assignee and Assignor, (the "Asset Purchase Agreement") which warranties, representations and remedies are hereby incorporated herein. Assignor makes no representations or warranties, express or implied, with respect to the Proprietary Rights or title thereto except as set forth in the Asset Purchase Agreement.

Assignor hereby covenants, at any time and from time to time after the date hereof, at Assignee's reasonable prior written request, to execute and deliver such other instruments of sale, transfer, conveyance, assignment, and delivery and confirmation and take such action as Assignee may reasonably deem necessary or desirable in order to transfer, convey and assign to Assignee and to place Assignee in possession and control of, and to confirm Assignee's title to, the Proprietary Rights, and to assist Assignee in exercising all rights and enjoying all benefits with respect thereto.

Assignor hereby appoints Assignee and/or assigns its lawful attorneys in fact with full power of substitution, which power is irrevocable and coupled with an interest, to take on its behalf proceedings for purposes of making all filings and recordations necessary to perfect Assignee's interest in and to the Proprietary Rights.

This instrument is executed to implement, and not to modify, supersede or amend, the Asset Purchase Agreement.

SCHEDULE 1

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUED</u>
ANDOVER	511789	7/5/49
CASUWOOL	1673877	1/28/92
FAST FORWARD	1863309	11/15/94
FORMULA J (STYLIZED)	2006673	10/8/96
FORSTMANN	1595460	5/8/90
FORSTMANN (ON 3 FLEUR DE LIS)	789758	5/18/65
FORSTMANN (STYLIZED)	517965	11/22/49
FORSTMANN INTERNATIONAL	1875978	1/24/95
FORSTMANN WOOLENS	860612	11/19/68
LSV SUPERFINE	2065617	5/27/97
WORUMBO (STYLIZED)	211703	4/20/26
LSV SUPER FINE PLUS	2135526	2/10/98

8803924.1 111793 1424C 99582892

RECORDED: 11/17/1999**TRADEMARK
REEL: 001992 FRAME: 0393**