

12-28-1999



101231861

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MAD 12-16-99

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 BRAZOS SPORTSWEAR, L.L.C. Execution Date
Month Day Year
5-28-99

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization TEXAS LIMITED LIABILITY

Receiving Party

Mark if additional names of receiving parties attached

Name RED OAK ACQUISITION, INC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 215 FLAG LAKE DRIVE

Address (line 2) _____

Address (line 3) CLUTE TEXAS 77531
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization TEXAS

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.)

12/28/1999 TTON11 00000017 2129225

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 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: 002003 FRAME: 0820

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)

<input type="text" value="75/513,376"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,129,325"/>	<input type="text" value="1,771,558"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

TONYA CHAPPLE

Name of Person Signing



Signature

12-14-99

Date Signed

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (the "Assignment") is made and entered into effective as of the 28th day of May, 1999, by and between Brazos Sportswear, L.L.C., a Texas limited liability company ("Assignor") and Red Oak Acquisition, Inc., a Texas corporation ("Assignee").

RECITALS

A. Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademarks and service marks described on Exhibit "A" (the "Marks"), as more fully set forth below.

B. Assignee has agreed to grant to Assignor, as consideration for such assignment, the consideration described in the Asset Purchase Agreement dated May 28, 1999 between Assignor and Assignee (the "Purchase Agreement").

ASSIGNMENT

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment of Marks. Assignor hereby conveys, transfers, assigns and delivers to Assignee all Assignor's right, title and interest in and to the Marks, together with the goodwill symbolized by the Marks and all rights to register the Marks.

2. Representations and Warranties by Assignor. Assignor represents and warrants to Assignee that Assignor has not canceled, transferred, conveyed, assigned, pledged or made subject to any contract, to or with any other person or entity, any right or interest in any of the Marks.

3. Law. This Assignment shall be construed under and in accordance with the internal laws of the State of Texas and applicable federal law.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. Entire Agreement. This Assignment embodies the entire agreement of the parties hereto with respect to the assignment granted herein, and supersedes any prior understandings or written or oral agreements among the parties with respect to such matter. No variation, modification or alteration of the terms hereof shall be binding upon any party hereto unless set forth in an agreement executed by all parties hereto.

6. Counterparts. This Assignment may be executed in several counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same agreement.

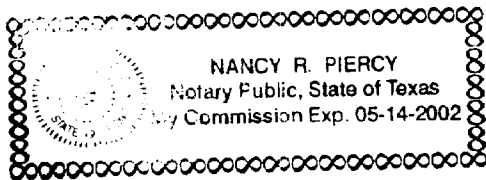
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

BRAZOS SPORTSWEAR, L.L.C.

By: [Signature]
Name: Clayton Chambers
Title: CEO

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6th day of December, 1999, by Clayton Chambers, CEO of Brazos Sportswear, L.L.C., a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public in and for
The State of Texas

EXHIBIT A
to
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

Trademark Registrations

<u>MARK</u>	<u>REG NO.</u>	<u>DATE</u>
Xenogenesis	2,129,325	
Red Oak Sportswear	1,771,558	

Trademark Applications

The Name of the Game	75/513,376	7/6/98
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