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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
Atty. Docket No. 3911-002

101270049

To the Assistant Commissioner for Trademarks, please record the attached original documents or copy thereof

1. Name of conveying party(ies):  
Cherokee Sanford Group, Inc.

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

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

2. Name and address of receiving party(ies):  
Name: Cherokee Sanford Group, LLC  
Internal Address:  
Street Address: 1600 Colon Road  
City: Sanford State: NC Zip: 27330

Individual 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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other:

Execution Date: 12/2/99

4. Application number(s) or registration numbers(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,133,816

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Jack B. Hicks, Esquire  
Internal Address: RHODES & MASON, P.L.L.C.  
Street Address: 1600 First Union Tower  
300 N. Greene Street  
City: Greensboro State: NC Zip: 27402

6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41):..... \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate 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.*

Jack B. Hicks                      *Jack B. Hicks*                      1-12-00  
Name of Person Signing                      Signature                      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 and Trademarks, Box Assignments  
Washington, D.C. 20231

02/16/2000 DNGUYEN 00000253 2133816

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## ASSIGNMENT OF TRADEMARKS

WHEREAS, Cherokee Sanford Group, Inc. ("Assignor"), a North Carolina corporation, and Cherokee Sanford Group, L.L.C. ("Assignee"), a Delaware limited liability company, are parties to that certain Contribution Agreement dated as of June 27, 1996 (the "Agreement"), pursuant to which Assignor contributed substantially all of Assignor's assets to Assignee in exchange for a membership interest in Assignee;

WHEREAS, the assets transferred by Assignor includes any and all trademarks and goodwill used in association with Assignor's business specified in the Agreement, including without limitation the trademarks identified in Schedule A attached hereto (collectively, "Trademarks");

WHEREAS, Assignor and Assignee desire to confirm Assignor's assignment of the Trademarks and goodwill symbolized by the Trademarks to Assignee; and

WHEREAS, Assignor changed its corporate name to Cherokee Sanford, Inc., effective August 22, 1996 (see Schedule B hereto).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned and transferred, and by this Assignment does hereby assign, sell, convey, and transfer unto Assignee, its successors and assigns, the following:

- a. the entire right, title, and interest of Assignor in and to the Trademarks, including without limitation the trademarks, trademark registrations, and trade names set forth in Schedule A attached hereto and incorporated herein by reference, together with any applications and licenses pertaining thereto, and the goodwill of the business related thereto;
- b. any and all rights which Assignor has or may have to sue for and obtain damages, injunctive relief and attorney's fees for any and all past infringements with respect to any of the Trademarks, and any and all causes of action heretofore accrued or hereafter accruing for misappropriation, infringement, or other violation of any proprietary or other right in and to any of the Trademarks;
- c. all registrations and applications relating to any of the Trademarks; including any and all renewals and extensions thereof; and
- d. any and all common law rights which Assignor has or may have in or to any of the Trademarks.

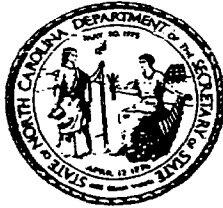
This Assignment shall be effective as of June 27, 1996, *nunc pro tunc*.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed under seal as of this 2nd day of DECEMBER, 1999.

CHEROKEE SANFORD, INC.

By: John M. Corcoran  
John M. Corcoran  
Vice President

# STATE OF NORTH CAROLINA



Department of The  
Secretary of State

To whom these presents shall come, Greetings:

I, **JANICE H. FAULKNER**, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached to be a true copy of

## ARTICLES OF AMENDMENT

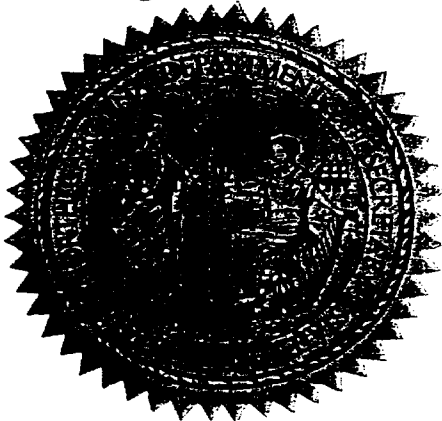
OF

**CHEROKEE SANFORD GROUP, INC.**

Which changed its name to:

**CHEROKEE SANFORD, INC.**

*the original of which was filed in this office on the 22nd day of August, 1996.*



*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 22nd day of August, 1996.*

*Janice H. Faulkner*

Secretary of State

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ARTICLES OF AMENDMENT

OF

CHEROKEE SANFORD GROUP, INC.

EFFECTIVE  
JANICE H. FAULKNER  
SECRETARY OF STATE  
NORTH CAROLINA

The undersigned corporation hereby executes these Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the Corporation is Cherokee Sanford Group, Inc.

2. Article 1 of the Articles of Incorporation of the Corporation is hereby amended in its entirety to read as follows:

"1. The name of the Corporation is Cherokee Sanford, Inc."

3. The foregoing amendment to the Articles of Incorporation of Cherokee Sanford Group, Inc. was duly adopted by its sole shareholder on the 15th day of August, 1996, in the manner prescribed by law.

IN WITNESS WHEREOF, these Articles of Amendment are signed by an officer of the Corporation on this the 15th day of August, 1996.

CHEROKEE SANFORD GROUP, INC.

By: John M. Corcoran

John M. Corcoran  
Vice President - Finance

**SCHEDULE A**  
**to**  
**Assignment of Trademarks**

1. Tradenames:

Cherokee Design Materials  
Chatham Brick & Tile Company  
Stanly Shale Products, Inc.  
Sanford Brick & Tile Company  
Maryland Clay Products  
Cherokee Environmental Group  
Cherokee Sanford Brick  
Cherokee Brick

2. Unregistered Trademarks:

Brickscape  
Silas Lucas  
Handtique  
The Brick Maker

3. Trademark Registrations:

MISCELLANEOUS DESIGN (Indian Head), Registration No. 2,133,816  
Registered 2/3/98