

SCHEDULE A

TRADEMARKS

Trademark	Registration Number	File Date
HYDREX (Class 1)	74/639958	2/24/95
HYDREX (Classes 5 and 10)	75/975390	2/24/95
SOF-COMFORT	74/576485	9/21/94
WEAREVER	74/576483	9/21/94
SWEAT EATERS	75/543214	8/27/98
KIDS' CHOICE	75/476542	4/29/98
MICROBLEND	75/476267	4/29/98
HER CHOICE	75/476266	4/29/98
MY CHOICE	75/464660	4/8/98
DRI-COMFORT	75/427137	2/2/98
RED MOUNTAIN GEAR	75/476,265	4/29/98
STAY FRESH	75/426,931	2/2/98
ONLY YOU WILL KNOW	75/354,197	9/9/97

ASSIGNMENT

Pursuant to Section 9-504 of the Uniform Commercial Code, the Trademark and Patent Security Agreement as hereinafter defined and the power of attorney granted to FINOVA Mezzanine Capital Inc. (the "Secured Party"), formerly Sirrom Capital Corporation, under the Trademark and Patent Security Agreement, the Secured Party hereby sells, assigns, quitclaims and conveys to FINOVA Mezzanine Capital Inc. ("Buyer"), a Tennessee corporation, all the right, title and interest of WEARCO, LLC ("Debtor"), a North Carolina limited liability company, formerly Wearever Healthcare Products, LLC, (the "Debtor") in and to all Trademarks as hereinafter defined. This Assignment is made without any warranty of title or any other warranty, express or implied.

The term "Trademark and Patent Security Agreement," as used herein, means that Trademark and Patent Security Agreement dated March 31, 1997, executed by the Debtor in favor of the Secured Party of record in the United States Patent and Trademark Office at Reel 1572, Frame 0740.

The term "Trademarks," as used herein, means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule A hereto.

This Assignment shall inure to the benefit of the heirs, successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignors have executed this instrument as of the 21st day of January, 2000.

FINOVA MEZZANINE CAPITAL INC.,
Attorney-in-Fact for Wearco, LLC

By: 

Title: VICE PRESIDENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Mary C. Ward, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Myles A. MacDonald, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of FINOVA Mezzanine Capital Inc., the within named bargainer, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, Tennessee, this the 21st day of January, 2000.

Mary C. Ward
NOTARY PUBLIC

My Commission Expires: 11/24/2001

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