

1/31/92

RE



6:12:00

101398793

To the Honorable Commissioner of Patents and Trademarks

hereof.

1. Name of conveying party(ies): 050 JUN 12 AM 11: 26

Format, Inc.

OPR/FINANCE

- Individual(s)
- General partnership
- Corporation-State Illinois
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: May 25, 2000

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

Name: Gordon & Ferguson of Delaware, Inc.

Internal Address: P.O. Box 47510

Street Address: 2915 Niagara Lane

City: Plymouth State: MN ZIP: 55447

- 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:
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,990,108

2,002,041

Additional numbers attached? No

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

Name: Kristin S. Melby

Internal Address: 2400 IDS Center

Street Address: 80 South Eighth Street

City: Minneapolis State: Minnesota ZIP: 55402

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00 E

- Enclosed
- Authorized to be charged to deposit account - any deficiencies

8. Deposit account number:
N/A
(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.

Kristin S. Melby
Name of Person Signing

[Signature] 6/16/00
Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

07/07/2000 DNGUYEN 0000091 1990108

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

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Public burden reporting for this sample cover 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 TRADEMARKS AND DESIGNS

THIS AGREEMENT is made as of the 25th day of May, 2000 between FORMAT, INC., an Illinois corporation (the "Assignor"), and GORDON & FERGUSON OF DELAWARE, INC., a Delaware corporation (the "Assignee"), with reference to the following facts:

A. Assignor is the owner of the trademark, tradename, registrations and applications included in Exhibit A (Schedule 5.16 to the Asset Purchase Agreement, defined below), attached hereto and made a part hereof (collectively, the "Trademarks");

B. Assignor is the owner of the patterns, designs and specifications included in Exhibit B and all copyrights therein (Schedule 5.19 to the Asset Purchase Agreement, defined below), attached hereto and made a part hereof (collectively, the "Designs");

C. Assignor and Assignee are parties to an Asset Purchase Agreement dated March 3, 1998 (the "Asset Purchase Agreement") pursuant to which Assignor sold and transferred to Assignee certain assets of Assignor used in the business of designing, manufacturing, purchasing, marketing and selling men's neckware and hosiery (the "Business") which are identified by the Trademarks and the Designs;

D. The Assignee has exercised the purchase option given to it in Section 15.9 of the Asset Purchase Agreement (the "Option"); and

D. As a result of the Assignee's exercise of the Option Assignor wishes to assign the Trademarks and the Designs to Assignee and Assignee wishes to accept such assignment.

THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the obligations undertaken by Assignee set forth in the Asset Purchase Agreement, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Designs together with the goodwill of the business in which the Trademarks and the Designs are used and symbolized by the Trademarks and together with all worldwide copyrights in the Designs.

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee as follows:

a. Exhibit A sets forth a true and accurate identification of the Trademarks;

b. Exhibit B sets forth a true and accurate identification of the Designs;

c. Assignor is the owner of all right, title and interest in and to each item of the Trademarks and the Designs, free and clear of all liens and encumbrances;

d. There have not been any claims, actions or judicial or other adversary proceedings involving the Assignor concerning any of the Trademarks or the Designs and to the best knowledge of Assignor, no such action or proceeding is threatened;

e. Assignor has the exclusive right and authority to use each of the Trademarks and the Designs in the Business and such use did not and will not conflict with, infringe upon, or violate any trademark, copyright, patent or other proprietary right of any other person;

f. There are no licenses or rights currently in effect in favor of any third party to use the Trademarks or the Designs; and there are no threatened disputes or disagreements regarding any such licenses; and

g. All registrations for Trademarks identified in Schedule A were properly issued by the relevant authorities and there is no pending or threatened claim, action, suit, investigation or proceeding of any kind challenging, alleging or asserting that any such registrations were improperly or invalidly granted or is otherwise invalid.

3. Assignments. Assignor shall execute and deliver to Assignee such other documents in the form reasonably prescribed by Assignee to effect assignments of the Trademarks and the Designs. Each of the parties shall execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out such assignments.

4. Miscellaneous.

a. This Agreement and the Asset Purchase Agreement (including the exhibits and schedules hereto and thereto) and the agreements, documents and instruments to be executed and delivered pursuant hereto or thereto are intended to embody the final, complete and exclusive agreement among the parties regarding the Trademarks and the Designs and to supersede all prior agreements, understandings and representations written or oral, with respect thereto, and may not be contradicted by evidence of any such prior or contemporaneous agreement, understanding or representation, whether written or oral.

b. This Agreement is to be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof. Any suit brought hereon any and all legal proceedings to enforce this Agreement, or to enforce or vacate any judgment or award rendered therein, whether in contract, tort, equity or otherwise, shall be brought in the state or federal courts sitting in New York, New York, the parties waiving any claim or defense that such forums are not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

ASSIGNOR:

FORMAT INC.

By: 

Its: President

ASSIGNEE:

GORDON & FERGUSON OF DELAWARE, INC.

By: 

Its: President & CEO

Schedule 5.16

Intangible Property

Worldwide Trademark Applications and Registrations

| Mark: | Country | Ser./Reg. No.: | Status: |
|----------|----------------|-------------------|--|
| FORMAT | Canada | TMA407011 | Registered |
| FORMATIC | Canada | TMA118438 | Registered |
| FORMAT | Japan | 2,318,504 | Registered |
| FORMAT | Japan | Appln. No. 28,200 | Registered |
| FORMAT | New York State | R23036 | Registered (Assigned from Promocomm, Ltd.) |
| FORMAT | Singapore | Ser. No. 4812/91 | Registered |
| FORMAT | South Korea | 2,427,416 | Registered |
| FORMAT | South Korea | 251,986 | Registered |
| FORMAT | Taiwan | 547036 | Registered |
| FORMAT | Taiwan | 548343 | Registered |
| FORMAT | U.S.A. | 1,990,108 | Registered |
| FORMAT | U.S.A. | 74/729,421 | Pending |
| FORMAT | U.S.A. | 74/729,420 | Pending |
| FORMAT | U.S.A. | 74/729,419 | Pending |
| FORMAT | U.S.A. | 2,002,041 | Registered |
| FORMAT | United Kingdom | 1388143 | Registered |

Common Law Trademarks

MATRIX; PERAZZI