

07-17-2000

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OPR/FINANCE

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
 12 - 31 - 99

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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)

07/17/2000 ASCOTT 00000023 75289457

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 225.00 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 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

REEL: 002102 FRAME: 0125

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="75289457"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75867822"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1675599"/>	<input type="text" value="1110560"/>	<input type="text" value="1337822"/>
<input type="text" value="1370237"/>	<input type="text" value="883522"/>	<input type="text" value="1291175"/>
<input type="text" value="1871006"/>	<input type="text" value="1140430"/>	<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.

Jay E. Sloman

Name of Person Signing

Signature

CERTIFICATE OF EXPRESS MAILING

Express Mail mailing label number EL14808189241
Date of Deposit June 16, 2000

I hereby certify that this paper or fee ~~Date of Deposit~~ is deposited with the United States Postal Service "Express Mail Post Office to Addressee" on the date indicated above and is addressed to: Assistant Commissioner for Trademarks, 2900 Capital Drive, Arlington, Virginia 22202-3613

TRADEMARK

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is entered into as of the 31st day of December, 1999, by and between Stone Manufacturing Co., a South Carolina corporation ("Assignor"), and Stone Manufacturing, LLC, a South Carolina limited liability company ("Assignee");

WITNESSETH:

WHEREAS, the Assignor and Assignee have entered into a certain Contribution Agreement as of the same date hereof (the "Contribution Agreement") pursuant to which Assignee is to acquire all trademarks and other intellectual property assets and associated goodwill of Assignor as described in the Contribution Agreement;

WHEREAS, the Assignor is the owner of trademark and service mark registrations and applications which are listed on Schedule A attached hereto, which forms a part hereof (the "Assigned Marks");

WHEREAS, the Assignor is the owner of trade names, copyrights, trade secrets, general intangibles, associated goodwill and other proprietary information, processes, and formulae used in the Business (as that term is defined in the Contribution Agreement) and otherwise necessary for the ownership and use of the Assigned Marks (the "Other Intellectual Property", together with the Assigned Marks, the "Intellectual Property Assets");

NOW, THEREFORE, for and in consideration of the total sum of U.S. Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment of Trademarks.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to the Assigned Marks, to the full extent of the scope of use therein described, together with the goodwill and all business connected with the use of and symbolized by the Assigned Marks and the right to sue for all past, present and future infringements of the Assigned Marks, in perpetuity (or for the longest period of time otherwise permitted by law).

2. - **Assignment of Other Intellectual Property.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever throughout the world in and to any and all Other Intellectual Property, to the full extent of the scope of use therein described, together with goodwill and all business connected with the use of and symbolized by the Other Intellectual Property and the right to sue for all past, present and future infringements or misappropriation of the Other Intellectual Property, in perpetuity (or for the longest period of time otherwise permitted by law).

3. **Technical Documentation.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all technical and descriptive materials relating to the Intellectual Property Assets.

4. **Other Contracts.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all passive contracts, agreements, licenses, commitments, arrangements and permissions with respect to the Intellectual Property Assets.

5. **Authorizations.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever in all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses and permits to or from, or filings, notices or recordings to or with, states and other jurisdictions outside of the United States, as well as U.S. federal, state, and local governmental authorities with respect to the Intellectual Property Assets, but subject to the procurement and execution of deeds and other instruments of conveyance, transfer or assignment required by federal copyright, patent or trademark laws or the laws of the U.S. states and non-U.S. jurisdictions in which the Intellectual Property Assets are located.

6. **Claims.** The Assignor does hereby grant, assign, transfer and set over to the Assignee all right, title and interest whatsoever, all claims Assignor may have against any person relating to or arising from the Intellectual Property Assets, including rights to recoveries and chooses in action, contract and other rights to sue for infringement upon the Intellectual Property Assets and to enforce all other rights relating to the Intellectual Property Assets.

7. **Further Assurances.** Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, as the case may be, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Intellectual Property Assets.

8. **Transfer of Documents.** Assignor will deliver to Assignee in a timely and orderly manner all governmental approvals, authorizations, certifications, consents, variances, permissions, licenses, permits, filings, and notices and all contracts, agreements, licenses, technical material, and other documents in the possession of Assignor relating to the Intellectual Property Assets including, but not limited to, trademark certificates of registration or application and patent certificates of issuance and filing. Assignor will use its best efforts to deliver trademark certificates of registration and application, and patent certificates of issuance and filing, at the execution of this Assignment or within thirty (30) business days thereafter. Assignor will undertake to assist Assignee in the procurement of all other documents relating to the Intellectual Property Assets in the possession of third parties.

9. **Duration.** This Assignment is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed by a duly authorized corporate officer to be effective as of the close of business on the date set forth above.

ATTEST:

Marion A. [Signature]

ASSIGNOR:

Stone Manufacturing Co.

By *Eugene E. Stone, IV*
Its *CEO*

State of South Carolina, County of *Greenville*, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared *Eugene E. Stone, IV*, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the *CEO* of Assignor, a South Carolina corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignor.

Given under my hand and seal this *4* day of *January*, 2000.

Barbara N. Tompkins (SEAL)
Notary
My Commission expires: *5/8/2000*

For purposes of identification only, the Assignee has signed this Intellectual Property Assignment Agreement.

ATTEST:



ASSIGNEE:

Stone Manufacturing, LLC

By Eugene E Stone IV
Its CEO

State of South Carolina, County of Greenville, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Eugene E. Stone IV known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the CEO of Assignee, a South Carolina limited liability company, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said Assignee.

Given under my hand and seal this 4 day of January, 2000.

Barbara N. Temple (SEAL)
Notary
My Commission expires: 5/8/2000

SCHEDULE A

Trademark	Application No. / Registration No.	Country
Almost Perfect	75-289,457	United States
Boxers America	1,675,599	United States
Contender	1,370,237	United States
Cree Co.	1,871,006	United States
Harbour Town	Serial number not assigned	United States
Kidstuff	1,110,560	United States
S-Mart	883,522	United States
Stone (Stylized)	1,140,430	United States
Stone Apparel A Brand You Can Believe In!	1,337,822	United States
U.S. Action	1,291,175	United States
Stone	0363028	Benelux
Stone	1.755.879	France
Stone	302.912	Switzerland
Stone	111.293-F	Venezuela
S (Logo)	303.018	Switzerland
Women on the Run (and design)	811877841	Brazil