

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

09-28-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101475419

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 #

8-22-00

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Merchants Distributors, Inc.

8 7 00

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name Alex Lee, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 543 12th Street Drive, N.W.

Address (line 2) Post Office Box 2148

Address (line 3) Hickory  
City

North Carolina  
State/Country

28603  
Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization North Carolina

FOR OFFICE USE ONLY

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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

REEL: 002149 FRAME: 0580

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,079,469"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**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

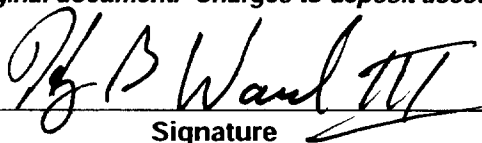
No

**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.

Henry B. Ward, III

Name of Person Signing



Signature

Aug. 16, 2000

Date Signed

UNITED STATES TRADEMARK/SERVICE MARK ASSIGNMENT

WHEREAS, Merchants Distributors, Inc., a corporation organized and existing under the laws of the State of North Carolina, and having a principal place of business at 543 12th Street Drive, N.W., Post Office Box 2148, Hickory, North Carolina 28603 hereinafter referred to as "ASSIGNOR"), is the record owner of the entire unencumbered right, title and interest and to the trademark and service mark and the corresponding United States Trademark and Service Mark Registration therefor:

Mark:	<b>Triangle Design</b>
Reg. No.:	2,079,469
Reg. Date:	July 15, 1997
Classes:	Int. 3, 16, 21, 25, 29, 30, 31, 32, 41 and 42

WHEREAS, Alex Lee, Inc., a corporation duly organized and existing under the laws of the State of North Carolina, and having a principal place of business at 543 12th Street Drive, N.W., Post Office Box 2148, Hickory, North Carolina 28603 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the trademark and service mark and the corresponding United States Trademark and Service Mark Registration therefor.

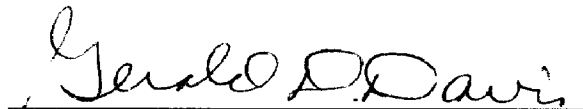
NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the trademark and service mark and the corresponding United States Trademark and Service Mark Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said trademark and service mark, and all rights of action against third parties for past infringement

thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

AND, ASSIGNOR hereby warrants and covenants that said mark has not been abandoned, and that ASSIGNOR has the full power and authority to convey the rights, title and interest herein assigned, transferred and sold to ASSIGNEE, that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and that it will execute or procure the execution of any and all future assignments or other instruments that may be necessary to perfect and evidence ASSIGNEE's ownership of the property rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 7 day of August 2000.

MERCHANTS DISTRIBUTORS, INC.



Gerald D. Davis  
President

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