

04-03-2001

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U.S. Department of Commerce
Patent and Trademark Office

101629000

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Bacova Guild, Ltd.

- Individual(s)
- General Partnership
- Corporation-State - Virginia
- Other

- Association
- Limited Partnership

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

2. Name and Address of receiving party(ies)

Name: Newbi Acquisition Co. I, Inc.

Address: 1 Main Street
Bacova, Virginia 24412

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 1/4/95

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1627954

Additional numbers attached? Yes No

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

Wanda Howard
BI Properties I Inc.
3330 West Friendly Avenue
Greensboro, NC 27410

6. Total number of applications and registrations involved:
One

7. Total fee (37 CFR 3.41)..... \$ 40

Enclosed

Any deficiency is authorized to be charged to Deposit Account No.

8. Deposit Account No. 500307

(Attach duplicate copy of this page if paying by deposit account)

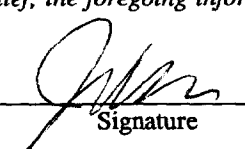
DO NOT USE THIS SPACE

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.

John D. Englar

Name of Person Signing

 v.p.
Signature

1/7/00
Date

Total number of pages including cover sheet, attachments, and document: _____

Mail to: U.S. Patent & Trademark Office, Office of Public Records, Crystal Gateway 4, Rm.335, Washington, D.C. 20231

BILL OF SALE AND ASSIGNMENT

The Bacova Guild, Ltd., a Virginia corporation ("Guild"), The Bacova Guild, Ltd. of Georgia, a Georgia Corporation ("Georgia", together with Guild, the "Principal Sellers") and Bacova Properties, Ltd. ("Properties", together with the Principal Sellers, the "Sellers") for good and valuable consideration to them paid, receipt of which is hereby acknowledged, pursuant to the Purchase Agreement dated as of December 14, 1994 (the "Agreement"; all capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Agreement) among the Sellers, NewBI Acquisition Co. I, Inc. (the "Purchaser"), a wholly-owned subsidiary of Burlington Industries, Inc., a Delaware corporation ("Burlington"), Burlington and the individuals named therein, by these presents do agree as follows:

1. Sale and Assignment of Assets and Properties.

(a) The Principal Sellers do hereby sell, assign, transfer, convey and deliver to the Purchaser, its successors and assigns, or cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, its successors and assigns, forever, all of the Principal Sellers' right, title and interest in all of the assets owned by either of them or held or used in the Business as they exist on the date hereof, of every kind and description, tangible or intangible, including, without limitation, the following (excluding the three antique armoires and one breakfront located in the Hot Springs retail store):

(i) all the Principal Sellers' right, title and interest in real property and interests in real property described in items I.1 - I.2 of Schedule 3.06(a) of the Agreement; together with all buildings, facilities and other improvements located on such real property and all easements, rights of way, privileges, appurtenances and other rights and interests pertaining thereto;

(ii) all machinery and equipment, vehicles, rolling stock, tools, accessory equipment, spare parts, supplies, furniture, fixtures and other similar property owned by the Principal Sellers on the date hereof;

(iii) all inventories of raw materials, work in progress and finished goods, products purchased for retail resale, stores, replacement and spare parts, packaging materials, operating supplies, fuels, dyes and chemicals owned by the Principal Sellers on the date hereof;

(iv) all accounts receivable owned by the Principal Sellers, including guarantees thereof, which are outstanding on the date hereof;

(v) all of the Principal Sellers' assignable rights in, to and under all patents, trade names, trademarks, copyrights, service marks, trademark and servicemark registrations and applications therefor, including all the goodwill represented thereby on the date hereof;

(vi) all assignable right, title and interest in all trade secrets, know-how (including, without limitation, proprietary know-how and use and application know-how), manufacturing, engineering and other drawings, screens, product designs, software designs, technology, technical information, engineering data, design and engineering specifications, sales and promotional literature, customer and supplier lists (including, without limitation, all lists of customers maintained by the Principal Sellers) and similar knowledge, stored in the form of electronic data or data in writing, owned by the Principal Sellers on the date hereof;

(vii) all assignable right, title and interest on the date hereof of the Principal Sellers in, to and under: all contracts, agreements, insurance policies, applications, leases of personal property, licenses, permits, plans, purchase or customer orders, commitments and other binding arrangements of the Principal Sellers (other than the leases between Guild and Properties which are not specifically assigned);

(viii) all general, financial and personnel records, and all correspondence and other files and records of the Principal Sellers on the date hereof;

(ix) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind pertaining solely to, and arising solely out of, the Business, wherever located, on the date hereof, other than in respect of Liabilities (as such term is defined in the Assumption Agreement) retained by the Principal Sellers;

(x) prepaid items relating to the Business;

(xi) all cash and securities owned by the Principal Sellers on the date hereof;

(xii) claims for refunds of Taxes (other than Taxes imposed on income or measured in respect of income) paid by the Principal Sellers; and

(xiii) all the Principal Sellers' goodwill, if any, in the Business, as the same shall exist on the date hereof, together with the right of the Purchaser to represent itself to third parties as the successor in interest to the Business.

(b) Properties does hereby sell, assign, transfer, convey and deliver to the Purchaser, or cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, its successors and assigns, forever, the entire right, title and interest of Properties in and to the following assets, as they exist on the date hereof:

(i) all of Properties' right, title and interest in the real property described in items I.1 - I.2 of Schedule 3.06(a) of the Agreement, together with all buildings, facilities and other improvements located on such real property and all easements, rights-of-way, privileges, appurtenances and other rights and interests pertaining thereto;

(ii) all Personal Property owned by Properties which is located at the facilities described in items I.1, I.2 and II.d of Schedule 3.06 of the Agreement or used in the Business on the date hereof.

2. Power of Attorney. The Sellers hereby constitute and appoint the Purchaser, its successors and assigns, the Sellers' true and lawful attorney and attorneys, with full power of substitution, in the Sellers' names and stead, but on behalf of and for the benefit of the Purchaser, its successors and assigns, to demand and receive any and all of the Assets transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in the Sellers' names, or otherwise, at the expense and for the benefit of the Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Purchaser, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Assets transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Assets and the Business transferred hereunder, the Sellers hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Sellers in any manner or for any reason whatsoever.

3. No Rights in Third Parties. Nothing expressed or implied in this Bill of Sale and Assignment is intended to confer upon any person, other than the Purchaser and the Sellers and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale and Assignment.

4. Governing Law. This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Virginia applicable to contracts made and performed in the State of Virginia.

IN WITNESS WHEREOF, the Sellers have caused this Bill of Sale and Assignment to be duly executed on January 4, 1995 to be effective as of such date.

Attest: THE BACOVA GUILD, LTD.

Patrol R. Howard
Title: C.E.O.

By Benjamin Johnson
Title: President

Attest: THE BACOVA GUILD, LTD. OF GEORGIA

Benjamin Johnson
Title: Vice President

By Patrol R. Howard
Title: President

Attest: BACOVA PROPERTIES

Patrol R. Howard
Title: Partner

By Benjamin Johnson
Title: Partner

STATE OF *Virginia*)
City) SS:
COUNTY OF *Roanoke*)

On the *4th* day of *Jan.*, 1995, before me personally came *Bernard J. Jones Jr.*, to me known, who, being by me duly sworn, did depose and say that he is *President* of THE BACOVA GUILD, LTD., a Virginia corporation, and the corporation described in and which executed the foregoing instrument; that he knows the seal of such corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of such corporation and that he signed his name thereto by like authority.

Jaqueline R. Hill
Notary Public *Exp. 7-31-96*

(Notarial Seal)

STATE OF *Virginia*)
City) SS:
COUNTY OF *Roanoke*)

On the *4th* day of *Jan.*, 1995, before me personally came *Patrick R. Hayes Jr.* to me known, who, being by me duly sworn, did depose and say that he is *President* of THE BACOVA GUILD, LTD. OF GEORGIA, a Georgia corporation, and the corporation described in and which executed the foregoing instrument; that he knows the seal of such corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of such corporation and that he signed his name thereto by like authority.

Jaqueline R. Hill
Notary Public *Exp. 7-31-96*

(Notarial Seal)

STATE OF VA)
City)
COUNTY OF Roanoke) SS:

On the 4th day of Jan., 1995, before me personally came Benjamin R. Jones Jr. to me known who, being by me duly sworn, did depose and say that he is Partner of BACOVA PROPERTIES, a Virginia general partnership, and the partnership described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the partners thereof.

Josephine B. Hill
Notary Public
Exp. 7-31-96

(Notarial Seal)