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FORM PTO-1618A
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01-17-2001

U.S. Patent & TMO/TM Mail Rpt. Dt. #40



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- New
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- Correction of PTO Error
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Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
12/04/00

TRADEMARK RECEIVED
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MARK FEEDBACK PROCESS

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name High 5 Sportswear, Inc.

12/20/00

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of receiving parties attached

Name Marks Acquisition Company, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) P.O. Box 14939

Address (line 2) _____

Address (line 3) Augusta Georgia 30919

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Georgia

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Mail documents to be recorded with required cover sheet(s) information to:
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Name

Address (line 1)

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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)

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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="1,826,408"/>	<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:

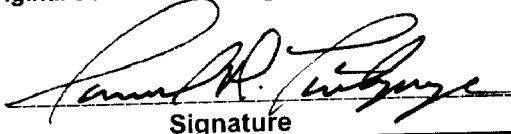
Yes

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.

Samuel D. Littlepage
Name of Person Signing


Signature

1/16/01
Date Signed

ASSIGNMENT

WHEREAS, High 5 Sportswear, Inc. (hereinafter "Seller"), a Washington corporation having a place of business and mailing address at 18200 Segale Park Drive, Seattle, Washington 98188, owned and used the following trademark, said mark being the subject of the following federal registration in the United States Patent and Trademark Office:

Trademark: HIGH 5 SPORTSWEAR & Design

Registered: March 15, 1994

Registration No.: 1,826,408

WHEREAS, Marks Acquisition Company, Inc. (hereinafter "Buyer"), a Georgia corporation, having a place of business and mailing address at Post Office Box 14939, Augusta, Georgia 30919 acquired on December 4, 2000 all rights, title and interest in and to the Seller's entire business, including the above-noted trademark, the goodwill symbolized by that mark, and the federal registration therefor.

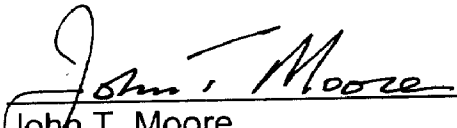
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Seller has assigned, transferred and conveyed, and does hereby assign, transfer and convey *nunc pro tunc* as of December 4, 2000 to Buyer, all rights, title and interest in and to the trademark HIGH 5 SPORTSWEAR & Design and Registration No. 1,826,408 as well as the goodwill of the business symbolized thereby in the United States and elsewhere. Seller also assigns to Buyer all rights to sue for and receive damages occurring from past infringements of the aforesaid registered trademark.

Seller warrants that it had and has good and valid title to the above-noted trademark and registration therefore and that there were and are no licenses, encumbrances or third party agreements, either written or implied, or any pending or threatened disputes in the courts of the United States Patent and Trademark Office relating to the ownership of such trademark or registration therefor. Seller further warrants that upon request to Buyer, Seller shall execute all documents on behalf of Buyer, as well as provide such other material, information or assistance as Buyer may consider necessary, in order to carry out the intent and purpose of this Agreement.

The Assignment shall be binding on the parties, their successors and/or assigns and all others acting by through, with or under its direction, and all those in privy herewith.

HIGH 5 SPORTSWEAR, INC.

Date: 12/20/00, 2000

By: 
John T. Moore
President