

02-07-2001

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



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

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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
 11 29 '98

Conveying Party

Mark if additional names of conveying parties attached

Name Hartz-Oakloom Clothes, Inc. Execution Date
Month Day Year
 11 30 '98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Maryland

Receiving Party

Mark if additional names of receiving parties attached

Name Hartz & Company, Inc.

DBA/AK/A/T/A

Composed of

Address (line 1) 1341 Hughes Ford Road

Address (line 2) Frederick, Maryland 21705

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization New York

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.)

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002231 FRAME: 0692

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="643,305"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

David J. Edmondson

Name of Person Signing

Signature

January 21, 2001

Date Signed

10-20-00

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

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

11-22-2000



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RECORDATION FORM 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 # _____
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Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
11 29 1998

Conveying Party

Mark if additional names of conveying parties attached

Name Hartz-Oakloom Clothes, Inc.

Execution Date
Month Day Year
11 30 1998

Formerly _____

643305

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

Receiving Party

Mark if additional names of receiving parties attached

Name Hartz & Company, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

City

State/Country

Zip Code

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

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Citizenship/State of Incorporation/Organization _____

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002231 FRAME: 0694

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)

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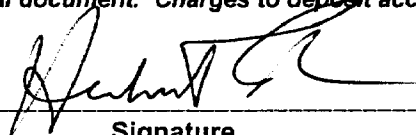
Deposit Account Number: #

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.

Herbert Cohen



October 20, 2000

Name of Person Signing

Signature

Date Signed

HARTZ & COMPANY, INC.

APPROVED FOR RECORD
11/30/98
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ARTICLES OF MERGER
OF

11/30/98 AT 11:08 A.M. HARTZ-OAKLOOM CLOTHES, INC.
AND
HARTZ & COMPANY, INC.

THESE ARTICLES OF MERGER, dated as of the 29th day of November, 1998, pursuant to Section 3-109 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended (hereinafter referred to as the "Code"), are entered into by and between HARTZ-OAKLOOM CLOTHES, INC., a Maryland corporation (herein "HARTZ-OAKLOOM"), and HARTZ & COMPANY, INC., a Maryland corporation (herein the "CORPORATION"), which are hereinafter collectively referred to as the "Constituent Entities."

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FIRST: Each of the Constituent Entities has agreed to merge, and the terms and conditions of the merger and the manner of carrying the same into effect are and shall be as set forth herein.

SECOND: The CORPORATION, a corporation organized under the laws of the State of Maryland, shall be the successor in the merger and shall continue operating under the name of HARTZ & COMPANY, INC.

THIRD: The CORPORATION has its principal office in the State of Maryland in Frederick County, Maryland. HARTZ-OAKLOOM has its principal office in the State of Maryland in Frederick County, Maryland. Neither of the Constituent Entities has any interest in real property located in the State of Maryland.

FOURTH: The terms and conditions of the transaction set forth in these Articles of Merger were advised, authorized, and approved by the CORPORATION and HARTZ-OAKLOOM in the manner and by the vote required by: (a) for the CORPORATION, the By-Laws of the CORPORATION and the laws of the State of Maryland; and (b) for HARTZ-OAKLOOM, the By-Laws of HARTZ-OAKLOOM and the laws of the State of Maryland. By unanimous written consent dated November 29, 1998, the proposed merger and these Articles of Merger were approved by all of the shareholders and directors of the CORPORATION, as required by the laws of the State of Maryland. By unanimous written consent dated November 29, 1998, the proposed merger and these Articles of Merger were approved by all of the shareholders and directors of HARTZ-OAKLOOM, as required by the laws of the State of Maryland.

FIFTH: The Articles of Amendment and Restatement, AMENDING AND RESTATING THE CHARTER of the CORPORATION, shall not be amended, and shall remain in full force and effect as the Articles of Amendment and Restatement of the CORPORATION.

SIXTH: HARTZ-OAKLOOM has one class of shares, being common stock without par value, of which 5,000 shares are authorized, and 100 shares are issued and outstanding. The sole shareholder of HARTZ-OAKLOOM is the CORPORATION.

SEVENTH: The CORPORATION has two classes of shares. One class of stock is no par value Class A common stock, voting, of which currently 10,000 shares are authorized and of which 2,000 shares are issued and outstanding. The other class of stock is no par value Class B common

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stock, non-voting, of which 40,000 shares are authorized, and of which 1,000 shares are issued and outstanding.

EIGHTH: The manner and basis of converting or exchanging the issued stock of each of the Constituent Entities into different stock or other consideration and the treatment of any issued stock of the Constituent Entities not to be so converted or exchanged on the Effective Date (as hereinafter defined) shall be as follows:

- (a) Each share of HARTZ-OAKLOOM Common Stock which remains unissued on the Effective Date of this merger shall be cancelled.
- (b) All of the HARTZ-OAKLOOM Common Stock, which is issued and outstanding on the Effective Date, shall be, without consideration, surrendered and cancelled. Such surrendered and cancelled Common Stock shall not be converted to or exchanged for Common Stock of the CORPORATION.
- (c) Each share of CORPORATION's Common Stock which is issued and outstanding on the Effective Date shall remain issued and outstanding as one (1) share of CORPORATION'S Common Stock. No shares of the CORPORATION'S Common Stock shall be issued, converted or exchanged as a result of this merger transaction.
- (d) After the merger transaction described above shall have become effective, except as otherwise provided by the Code with respect to dissenting stockholders, the sole holder (i.e. the CORPORATION) of the outstanding certificate theretofore representing HARTZ-OAKLOOM Common Stock shall surrender the same to the CORPORATION and such certificate shall be cancelled.

If the holder of the outstanding certificate representing HARTZ-OAKLOOM Common Stock shall deliver to the CORPORATION such affidavits, indemnity agreements or surety bonds as CORPORATION shall reasonably require in conformity with its customary procedure with respect to lost stock certificates of the CORPORATION, the CORPORATION shall treat such delivery as surrender of any lost or misplaced or destroyed certificate or certificates representing HARTZ-OAKLOOM Common Stock.

NINTH: Upon the Effective Date (as hereinafter defined):

- (a) The assets and liabilities of HARTZ-OAKLOOM shall be taken up on the books of the CORPORATION at the amount at which they shall at that time be carried on the books of HARTZ-OAKLOOM, subject to such adjustments, if any, as may be necessary to conform to the CORPORATION's accounting procedures, and
- (b) All of the rights, privileges, immunities, powers, purposes, and franchises of HARTZ-OAKLOOM and all property, real, personal and mixed, and all debts due to HARTZ-OAKLOOM on whichever account shall be vested in the

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CORPORATION, and all property rights, privileges, immunities, powers, purposes and franchises, and all and every other interest shall be thereafter as effectually the property of the CORPORATION as they were of HARTZ-OAKLOOM, and all debts, liabilities, obligations and duties of HARTZ-OAKLOOM shall thenceforth attach to the CORPORATION and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

The Constituent Entities, by mutual consent of their respective stockholders, as required by their respective Charters and By-Laws and by the laws of Maryland, may amend, modify and supplement these Articles of Merger in such manner as may be agreed upon by them in writing at any time before or after approval or adoption thereof by the stockholders of any of the Constituent Entities or all of them; provided, however, that no such amendment, modification or supplement shall affect the rights of the stockholders of any of the Constituent Entities in a manner which is materially adverse to such stockholders in the judgment of their respective stockholders.

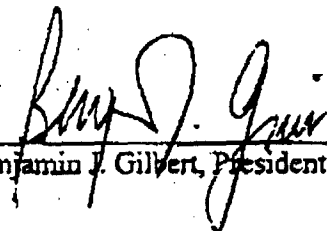
TENTH: The Merger provided for by these Articles of Merger shall become effective on the date (the "Effective Date") that these Articles of Merger, having been duly executed by the proper officer of HARTZ-OAKLOOM and duly executed by the proper officer of the CORPORATION are accepted for record by the State of Maryland, Department of Assessments and Taxation.

IN WITNESS WHEREOF, HARTZ-OAKLOOM has caused these Articles of Merger to be signed in its corporate name this 30th day of November, 1998.

ATTEST:

BY: HARTZ-OAKLOOM CLOTHES, INC.


Howard M. Goldstein, Secretary

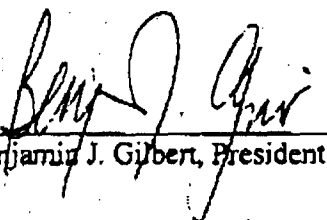

Benjamin J. Gilbert, President (SEAL)

IN WITNESS WHEREOF, the CORPORATION has caused these Articles of Merger to be signed in its corporate name this 30th day of November, 1998.

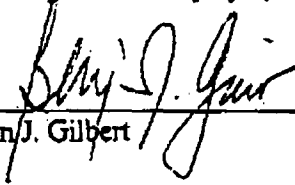
ATTEST:

BY: HARTZ & COMPANY, INC.


Howard M. Goldstein, Secretary

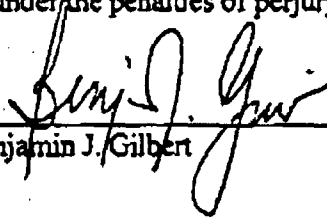

Benjamin J. Gilbert, President (SEAL)

THE UNDERSIGNED, President of HARTZ-OAKLOOM CLOTHES, INC., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.



Benjamin J. Gilbert (SEAL)

THE UNDERSIGNED, President of HARTZ & COMPANY, INC., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.



Benjamin J. Gilbert (SEAL)