

02-28-2001

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4B No. 0651-0011 (exp. 4/94)

Tab settings



101623222

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

SECONDWIND PRODUCTS, INC.

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other
- Association
 - Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 17, 2001

2. Name and address of receiving party(ies)

Name: HICKORY BRANDS, INC.

Internal Address:

Street Address:

City: Hickory State: NC ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,709,645	1,683,532	1,567,236	2,129,456
1,719,711	1,673,976	1,306,682	1,782,776
1,674,382	1,602,448	2,376,190	1,650,498
			1,865,317

Additional numbers attached? Yes No

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

Name: Deborah L. Scudder

Internal Address: Carruthers & Roth, P.A.

Street Address: 235 N. Edgeworth Street

City: Greensboro State: NC ZIP: 27401

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41).....\$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

02/27/2001 DBYRNE 00000126 1709645

Statement and signature. 40.00 DP
I, the undersigned, declare under oath that the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah L. Scudder
Name of Person Signing

CARRUTHERS & ROTH, P.A.

By: *Deborah L. Scudder*
Signature

January 31, 2001
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT OF UNITED STATES TRADEMARK ("Assignment"), dated January 17th, 2001, is made from SECONDWIND PRODUCTS, INC., a California corporation ("Assignor"), with its principal place of business in Paso Robles, California, to HICKORY BRANDS, INC., a North Carolina corporation ("Assignee"), with its principal place of business in Hickory, North Carolina.

RECITALS:

WHEREAS, Assignor has adopted, used, is using, and is the sole owner of the United States trademarks identified on Schedule A attached hereto and incorporated herein by reference (the "Trademarks"), some of which are registered in the United States Patent and Trademark Office as well as in other countries; and

WHEREAS, Assignee desires to acquire the entire interest of Assignor in and to the Trademarks, including all federal and state registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest, including all common law rights and all federal and state registrations, in and to the Trademarks, together with (i) the goodwill and the business symbolized by the Trademarks, and (ii) all causes of action, claims, and demands or other rights for, or arising from, any infringement, including past infringements, of the Trademarks.

2. Assignor further agrees, without further consideration, to perform such other lawful acts and execute such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner or proprietor of each of the rights hereby conveyed.


3. Subject to the terms hereof, Assignee hereby accepts such assignment of the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.


ASSIGNOR:

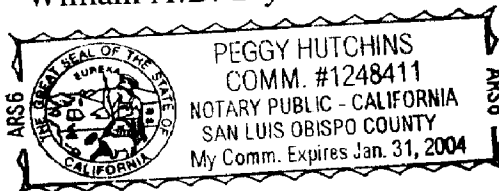
SECONDWIND PRODUCTS, INC.

By:


William A.B. Blythe - President / CEO

SUBSCRIBED AND SWORN TO
before me this 17th day of
January, 2001.


Notary Public



TRADEMARK
REEL: 002241 FRAME: 0289

My Commission Expires: 01/31/04

ASSIGNEE:

HICKORY BRANDS, INC.

SUBSCRIBED AND SWORN TO
before me this _____ day of
January, 2001.

By: _____
Title: _____

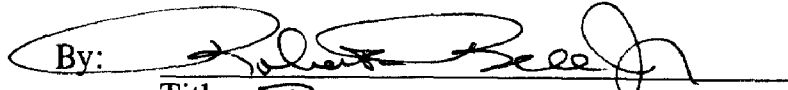
Notary Public


My Commission Expires: _____

ASSIGNEE:

HICKORY BRANDS, INC.

SUBSCRIBED AND SWORN TO
before me this 17th day of
January, 2001.

By: 
Title: PRESIDENT


Notary Public

My Commission Expires: 10-30-2002

SCHEDULE A

<u>Mark</u>	<u>USPTO Serial No.</u>	<u>USPTO Regis. No.</u>	<u>USPTO Regis. Date</u>
SECONDWIND	74/142,025	1,709,645	8/25/92
SECONDWIND	74/142,024	1,719,711	9/29/92
SECONDWIND	74/142,023	1,674,382	2/4/92
SECONDWIND	74/142,007	1,683,532	4/21/92
SECONDWIND	74/142,006	1,673,976	2/4/92
SECONDWIND	73/837,600	1,602,448	6/19/90
SECONDWIND	73/730,639	1,567,236	11/21/89
SECONDWIND	73/414,237	1,306,682	11/27/84
DOUBLE CLEAN	75/728,882	2,376,190	8/8/00
INSTANT COMFORT	75/103,103	2,129,456	1/13/98
AIR II	74/327,526	1,782,776	7/20/93
ARCH BRIDGE	74/393,811	1,865,317	11/29/94
STYLIZED TRIANGULAR DESIGN (no words)	73/801,069	1,650,498	7/16/91
ALL SPORT INSOLE	N/A	N/A	N/A
INSTANT CLEANER	N/A	N/A	N/A
SNEAKER DEFENDER	N/A	N/A	N/A
SNEAKER PROTECTOR	N/A	N/A	N/A
BOOT DEFENDER	N/A	N/A	N/A
BOOT SEAL	N/A	N/A	N/A
SOCCER LUBE	N/A	N/A	N/A
SUPER DRY	N/A	N/A	N/A
TFX	N/A	N/A	N/A
TFX SOIL & STAIN REPELLANT, and Design	N/A	N/A	N/A