

07-26-2001

RECC



101788343

TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies).

**Submission Type**

New 71801

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

Effective Date

Month Day Year

2001

Change of Name  18

Other

**Conveying Party**  Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name  Hagale Industries, Inc.

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Missouri

**Receiving Party**  Mark if additional names of receiving parties attached

Name  Hagale Apparel, Inc.

DBA/AKA/TA

Composed of

Address (line 1)  601 E. South Street

Address (line 2)

Address (line 3)  Ozark  Missouri  65721

City State/County Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation

Other

Citizenship/State of Incorporation/Organization  Missouri

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 form Assignment.)

07/25/2001 6TON11 00000109 2433775

01 FC:481 40.00 OP

02 FC:482 150.00 OP

FOR OFFICE USE ONLY

Rep In. Ref: 07/25/2001 6TON11 0010423900  
 Date: 120600  
 Name Number: 2433775  
 Fee: 704

**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

417-886-2000

Name	Joseph L. Johnson
Address (line 1)	LATHROP & GAGE L.C.
Address (line 2)	1845 S. National
Address (line 3)	P.O. Box 4288
Address (line 4)	Springfield, MO 65808-4288

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"/>	2,433,775	1,867,693	1,874,719
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,363,930	2,296,495	
<input type="text"/>	<input type="text"/>	<input type="text"/>	2,257,784	1,889,325	

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.)

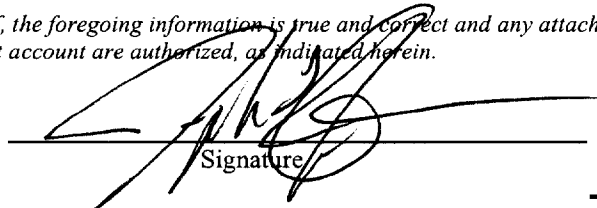
Deposit Account Number: #

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.

Joseph L. Johnson  
 Name of Person Signing

  
 Signature

7/17/00  
 Date Signed

**TRADEMARK**

## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made this 17 day of July, 2001, from Hagale Industries, Inc., a Missouri corporation (the "Assignor") having its principal place of business at 601 East South Street, Ozark, Missouri 65721 to Hagale Apparel, Inc., a Missouri corporation (the "Assignee") having its principal place of business at 601 E South Street, Ozark, Missouri 65721.

### WITNESSETH:

WHEREAS, the Assignor is the owner of all rights, title, and interest in and to the Trademark and Trademark Registration for **WHITE RIVER OUTFITTERS**, Reg. No. 1,874,719 (the "Trademark"); and

WHEREAS, the Assignee is desirous of acquiring the entire rights in and to the Trademark;

NOW, THEREFORE, to all whom it may concern, be it known that said Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over to said Assignee, its successors and assignees the entire right, title, and interest in and to said Trademark and to the good will of the business symbolized by said Trademark, said right, title, and interest to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment not been made; together with all claims for damages by reason of past infringement of said Trademark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment if its successors, assignee other legal representatives.

IN WITNESS WHEREOF, said Assignor has caused these presents to be executed by an officer thereof, thereunto duly authorized this 17 day of July, 2001.

Hagale Industries, Inc.

By: *J. A. Hagale*  
Name: James Hagale  
Title: President

State of Missouri            )  
  )  
County of Greene            )

On this 17th day of July, 2001, before me a Notary Public, came James Hagale, to me known and known by me to be the individual described in and who executed the foregoing, and he duly acknowledged the same to be his free act and deed.

*Dianna D Witt*  
Notary Public

(SEAL)

My Commission Expires 4/30/02

Attorney Docket No.: 394116  
Express Mail Label No.: EF151918262US

**ASSIGNMENT OF TRADEMARK**

THIS ASSIGNMENT is made this 17 day of July, 2001, from Hagale Industries, Inc., a Missouri corporation (the "Assignor") having its principal place of business at 601 East South Street, Ozark, Missouri 65721 to Hagale Apparel, Inc., a Missouri corporation (the "Assignee") having its principal place of business at 601 E South Street, Ozark, Missouri 65721.

**WITNESSETH:**

WHEREAS, the Assignor is the owner of all rights, title, and interest in and to the Trademark and Trademark Registration for **VINTAGE WOOL**, Reg. No. 1,889,325 (the "Trademark"); and

WHEREAS, the Assignee is desirous of acquiring the entire rights in and to the Trademark;

NOW, THEREFORE, to all whom it may concern, be it known that said Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over to said Assignee, its successors and assignees the entire right, title, and interest in and to said Trademark and to the good will of the business symbolized by said Trademark, said right, title, and interest to be held and enjoyed by said Assigned, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment not been made; together with all claims for damages by reason of past infringement of said Trademark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment if its successors, assignee other legal representatives.

IN WITNESS WHEREOF, said Assignor has caused these presents to be executed by an officer thereof, thereunto duly authorized this 17 day of July, 2001.

Hagale Industries, Inc.

By: J. A. Hagale  
Name: James Hagale  
Title: President

State of Missouri )  
County of Greene )

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Dianna D. Witte  
Notary Public

(SEAL)

My Commission Expires 4/30/02

Attorney Docket No.: 394117  
Express Mail Label No.: EF151918262US

**ASSIGNMENT OF TRADEMARK**

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**WITNESSETH:**

WHEREAS, the Assignor is the owner of all rights, title, and interest in and to the Trademark and Trademark Registration for **TROUSERS BY HAGALE**, Reg. No. 2,296,495 (the "Trademark"); and

WHEREAS, the Assignee is desirous of acquiring the entire rights in and to the Trademark;

NOW, THEREFORE, to all whom it may concern, be it known that said Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over to said Assignee, its successors and assignees the entire right, title, and interest in and to said Trademark and to the good will of the business symbolized by said Trademark, said right, title, and interest to be held and enjoyed by said Assigned, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment not been made; together with all claims for damages by reason of past infringement of said Trademark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment if its successors, assignee other legal representatives.

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Hagale Industries, Inc.

By: J. A. Hagale  
Name: James Hagale  
Title: President

State of Missouri            )  
  )  
County of Greene            )

On this 17th day of July, 2001, before me a Notary Public, came James Hagale, to me known and known by me to be the individual described in and who executed the foregoing, and he duly acknowledged the same to be his free act and deed.

Diamond D Witte  
Notary Public

(SEAL)

My Commission Expires 4/30/02

Attorney Docket No.: 394119  
Express Mail Label No.: EF151918262US



ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made this 17 day of July, 2001, from Hagale Industries, Inc., a Missouri corporation (the "Assignor") having its principal place of business at 601 East South Street, Ozark, Missouri 65721 to Hagale Apparel, Inc., a Missouri corporation (the "Assignee") having its principal place of business at 601 E South Street, Ozark, Missouri 65721.

WITNESSETH:

WHEREAS, the Assignor is the owner of all rights, title, and interest in and to the Trademark and Trademark Registration for **VINTAGE CHINO**, Reg. No. 1,867,693 (the "Trademark"); and

WHEREAS, the Assignee is desirous of acquiring the entire rights in and to the Trademark;

NOW, THEREFORE, to all whom it may concern, be it known that said Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over to said Assignee, its successors and assignees the entire right, title, and interest in and to said Trademark and to the good will of the business symbolized by said Trademark, said right, title, and interest to be held and enjoyed by said Assigned, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment not been made; together with all claims for damages by reason of past infringement of said Trademark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment if its successors, assignee other legal representatives.

IN WITNESS WHEREOF, said Assignor has caused these presents to be executed by an officer thereof, thereunto duly authorized this 17 day of July, 2001.

Hagale Industries, Inc.

By: J. A. Hagale  
Name: James Hagale  
Title: President

State of Missouri )  
  )  
County of Greene )

On this 17th day of July, 2001, before me a Notary Public, came James Hagale, to me known and known by me to be the individual described in and who executed the foregoing, and he duly acknowledged the same to be his free act and deed.

Diamond P. Witt  
Notary Public

(SEAL)

My Commission Expires 4/30/02

Attorney Docket No.: 394118  
Express Mail Label No.: EF151918262US

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made this 17 day of July, 2001, from Hagale Industries, Inc., a Missouri corporation (the "Assignor") having its principal place of business at 601 East South Street, Ozark, Missouri 65721 to Hagale Apparel, Inc., a Missouri corporation (the "Assignee") having its principal place of business at 601 E South Street, Ozark, Missouri 65721.

WITNESSETH:

WHEREAS, the Assignor is the owner of all rights, title, and interest in and to the Trademark and Trademark Registration for **T and Design**, Reg. No. 2,257,784 (the "Trademark"); and

WHEREAS, the Assignee is desirous of acquiring the entire rights in and to the Trademark;

NOW, THEREFORE, to all whom it may concern, be it known that said Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over to said Assignee, its successors and assignees the entire right, title, and interest in and to said Trademark and to the good will of the business symbolized by said Trademark, said right, title, and interest to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment not been made; together with all claims for damages by reason of past infringement of said Trademark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment if its successors, assignee other legal representatives.

IN WITNESS WHEREOF, said Assignor has caused these presents to be executed by an officer thereof, thereunto duly authorized this 17 day of July, 2001.

Hagale Industries, Inc.

By: *J. A. Hagale*  
Name: James Hagale  
Title: President

State of Missouri            )  
  )  
County of Greene            )

On this 17th day of July, 2001, before me a Notary Public, came James Hagale, to me known and known by ~~me~~ to be the individual described in and who executed the foregoing, and he duly acknowledged the same to be his free act and deed.

*Dianna D. Witt*  
Notary Public

(SEAL)

My Commission Expires 4/30/02

Attorney Docket No.: 394115  
Express Mail Label No.: EF151918262US

**ASSIGNMENT OF TRADEMARK**

THIS ASSIGNMENT is made this 17<sup>th</sup> day of July, 2001, from Hagale Industries, Inc., a Missouri corporation (the "Assignor") having its principal place of business at 601 East South Street, Ozark, Missouri 65721 to Hagale Apparel, Inc., a Missouri corporation (the "Assignee") having its principal place of business at 601 E South Street, Ozark, Missouri 65721.

**WITNESSETH:**

WHEREAS, the Assignor is the owner of all rights, title, and interest in and to the Trademark and Trademark Registration for **THOMAS BROS. BY HAGALE**, Reg. No. 2,363,930 (the "Trademark"); and

WHEREAS, the Assignee is desirous of acquiring the entire rights in and to the Trademark;

NOW, THEREFORE, to all whom it may concern, be it known that said Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over to said Assignee, its successors and assignees the entire right, title, and interest in and to said Trademark and to the good will of the business symbolized by said Trademark, said right, title, and interest to be held and enjoyed by said Assigned, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment not been made; together with all claims for damages by reason of past infringement of said Trademark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment if its successors, assignee other legal representatives.

IN WITNESS WHEREOF, said Assignor has caused these presents to be executed by an officer thereof, thereunto duly authorized this 17 day of July, 2001.

Hagale Industries, Inc.

By: J. A. Hagale  
Name: James Hagale  
Title: President

State of Missouri )  
  )  
County of Greene )

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Dianne D. Witt  
Notary Public

(SEAL)

My Commission Expires 4/30/02

Attorney Docket No.: 394114  
Express Mail Label No.: EF151918262US

**ASSIGNMENT OF TRADEMARK**

THIS ASSIGNMENT is made this 17<sup>th</sup> day of July, 2001, from Hagale Industries, Inc., a Missouri corporation (the "Assignor") having its principal place of business at 601 East South Street, Ozark, Missouri 65721 to Hagale Apparel, Inc., a Missouri corporation (the "Assignee") having its principal place of business at 601 E South Street, Ozark, Missouri 65721.

**WITNESSETH:**

WHEREAS, the Assignor is the owner of all rights, title, and interest in and to the Trademark and Trademark Registration for **FORTY-NINE T**, Reg. No. 2,433,775 (the "Trademark"); and

WHEREAS, the Assignee is desirous of acquiring the entire rights in and to the Trademark;

NOW, THEREFORE, to all whom it may concern, be it known that said Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over to said Assignee, its successors and assignees the entire right, title, and interest in and to said Trademark and to the good will of the business symbolized by said Trademark, said right, title, and interest to be held and enjoyed by said Assigned, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment not been made; together with all claims for damages by reason of past infringement of said Trademark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment if its successors, assignee other legal representatives.

