

07-27-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌ ▼



101790393

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): The Abouchar Company, LLC

7-16-01

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- 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: April 3, 2000

2. Name and address of receiving party(ies)

Name: Davidson Cotton

Internal

Address:

Street Address: 3005 G. Crosspoint Center Lane

City: Charlotte State: NC Zip: 28269

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State North Carolina

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registrations No.(s)

1,164,693, 1,846,781, 1,524,568, 1,200,468

Additional number(s) attached  Yes  No

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

Name: Catherine S. Bridge

Internal Address: Latham & Watkins

Street Address: 633 West Fifth Street, Suite 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

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

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.

TRACHEL PINTO

Name of Person Signing

Signature

July 12, 2001  
Date

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

07/26/2001 LNUELLER 00000203 1164693

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

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

TRADEMARK  
REEL: 002334 FRAME: 0838

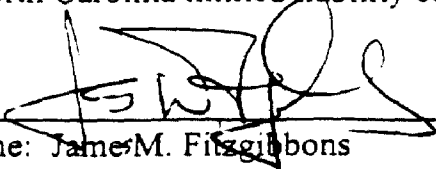
## ASSIGNMENT OF PROPRIETARY RIGHTS

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, The Abouchar Company, LLC, a North Carolina limited liability company ("Seller"), does hereby assign, grant, bargain, sell, convey and transfer to Davidson Cotton Company, a North Carolina corporation ("DCC"), all of Seller's right, title and interest to all Abouchar Proprietary Rights as such term is defined in the Asset Purchase Agreement dated as of April 3, 2000, by and between DCC, Davidson Cotton Holding Corporation, a Delaware corporation, Seller, North Carolina Embroidery Company, a North Carolina corporation, William Millis, an individual and James Fitzgibbons, an individual (the "Purchase Agreement"). Seller for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of DCC, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by DCC in order to assign, transfer, set over, convey, assure and confirm unto and vest in DCC, its successors and assigns, all of Seller's right, title and interest to Abouchar Proprietary Rights.

*(Signature page follows)*

Executed this 3<sup>rd</sup> day of April, 2000.

**THE ABOUCHAR COMPANY, LLC,**  
a North Carolina limited liability company

By:   
Name: James M. Fitzgibbons  
Title: Manager

By: \_\_\_\_\_  
Name: William Millis  
Title: Manager

S-1

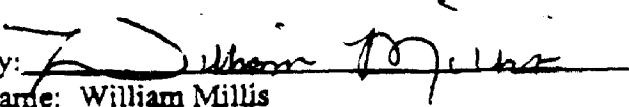
Assignment of Proprietary Rights

**TRADEMARK**  
**REEL: 002334 FRAME: 0840**

Executed this 3<sup>rd</sup> day of April, 2000.

**THE ABOUCHAR COMPANY, LLC,**  
a North Carolina limited liability company

By: \_\_\_\_\_  
Name: Jame M. Fitzgibbons  
Title: Manager

By:  \_\_\_\_\_  
Name: William Millis  
Title: Manager

S-1

Assignment of Proprietary Rights

TRADEMARK  
REEL: 002334 FRAME: 0841

"Abouchar Permits" shall mean all licenses, permits or approvals issued by any governmental authority (whether foreign, federal, state or local) necessary, as of the date hereof, for the past or present conduct of, or relating to the operation of the Abouchar Business or the Abouchar Assets.

"Abouchar Proprietary Rights" shall mean all of the Abouchar Copyrights, Abouchar Patents, Abouchar Trademarks, technology rights and licenses, computer software (including without limitation any source or object codes therefor or documentation relating thereto), trade secrets, franchises, know-how, inventions, designs, specifications, plans, drawings and intellectual property rights of Abouchar.

"Abouchar Representative" shall mean any officer, director, principal, attorney, agent, employee or other representative of Abouchar.

"Abouchar Union Contract" shall mean the Collective Bargaining Agreement between The Abouchar Company, Co., LLC and Intimate Apparel, Embroidery, Belt and Allied Workers' Union, Local 62-32, UNITE!, AFL-CIO (the "Union"), for the term April 7, 1999 through April 7, 2002.

"Abouchar Trademarks" shall mean all registered trademarks, registered service marks, trademark and service mark applications and unregistered trademarks and service marks of Abouchar.

"Action" shall mean any action, claim, suit, litigation, proceeding, labor dispute, arbitral action, governmental audit, inquiry, criminal prosecution, investigation or unfair labor practice charge or complaint.

"affiliate" shall have the meaning set forth in the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"Ancillary Agreements" shall mean (i) the Consulting and Non-Competition Agreement to be entered into at the Closing between Buyer and each of the NCE Parties substantially in the form attached hereto as Exhibit A (the "Consulting and Non-Competition Agreement"), (ii) the bills of sale contemplated by Sections 4.2(a)(i) and 4.3(a)(i), as applicable, (iii) the Abouchar Assignment of Contract Rights, (iv) the Abouchar Assignment of Leases, (v) the Abouchar Assignment of Patents, Trademarks and Copyrights; (vi) the Abouchar Assumption of Liabilities, and (vii) the Davidson Lease.

"Benefit Arrangement" means any benefit arrangement that is not a Plan, including (i) any employment or consulting agreement, (ii) any arrangement providing for insurance coverage or workers' compensation benefits, (iii) any incentive or deferred bonus arrangement, (iv) any arrangement providing termination allowance, severance or similar benefits, (v) any equity compensation plan, (vi) any deferred compensation plan and (vii) any compensation policy or practice.

"Brooklyn Lease" shall mean that certain term sheet for lease agreement by and between Abouchar and New York City Economic Development Corporation commencing on April 7, 1999.