

10-18-2001



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Form PTO-1594 (Rev.03/01) OMBNo.0651-0027(ex. 31/2002) Tab settings

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):

Hartwell Industries, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 7, 2000

2. Name and address of receiving party(ies)

Name: Smith Acquisition II, Inc.

Internal Address: P.O. Box 668

Street Address: City: Salisbury State: NC Zip: 28145

- 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 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 Registration No.(s)

2,126,759 - 2,060,162 - 1,267,273 - 1,770,818

Additional number(s) attached Yes No

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

Name: Herbert Cohen, Esq.

Internal Address: Blank Rome Comisky & McCauley

Street Address: 900 17th Street, NW Suite 1000

City: Washington State: DC Zip: 20006

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:

23-2185 (for overpayment or any deficiency)

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

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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.

Herbert Cohen Name of Person Signing

Signature

October 10, 2001 Date

Total number of pages including coversheet, attachments, and document: 5

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

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TRADEMARK REEL: 002384 FRAME: 0813

TRADEMARK ASSIGNMENT

WHEREAS, Century Place, Inc., a North Carolina corporation, Hartwell Industries, Inc., a Florida corporation (collectively, "Assignor") and Smith Acquisition II, Inc., a North Carolina corporation ("Assignee") are parties to that certain Asset Purchase Agreement, dated as of July 26, 2000, where Assignor agreed to sell to Assignee all right, title and interest to certain Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in, to and under any and all trademarks and/or service marks affiliated or associated with or related to the Assets, including, without limitation, the designation Century Place, Inc., the trademarks and U.S. trademark registrations listed on Schedule A attached hereto, any other U.S. and foreign trademark or service mark applications and registrations, and all other trademarks, service marks, and trade names used in connection with or relating to the Assets (collectively, the "Marks"), and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to: (a) the Marks; (b) any and all registrations of the Marks, whether state, federal or foreign, including, without limitation, those registrations listed on the attached Schedule A; (c) any and all applications to register the Marks, whether state, federal or foreign; (d) all of Assignor's common law rights in, to and under the Marks; (e) all other Assignor rights in, to and under the Marks, together with the goodwill of the business appurtenant to and symbolized by the Marks; (f) any and all of Assignor's rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks and/or the goodwill under the Marks; and (g) all claims or causes of action Assignor has or may have in connection with the Marks, including, but not limited to, the right to sue and recover damages for any and all past, present or future infringements of, or other violations of law relating to any of the Marks.

AND, FURTHER, Assignor hereby covenants that it has full right to convey its interests herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed on this 7th day of August, 2000.

ASSIGNOR:

CENTURY PLACE, INC.,
a North Carolina corporation

By: 

Name: Troy Templeton
Title: Vice-President

HARTWELL INDUSTRIES, INC.,
a Florida corporation

By: 

Name: Troy Templeton
Title: Vice-President

ASSIGNEE:

SMITH ACQUISITION II, INC.,
a North Carolina corporation

By: _____

Name: Jeffrey Smith
Title: President

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SCHEDULE A

<u>Mark</u>	<u>U.S. Registration Number</u>
Screenmates	1,267,273
Great American Originals	1,770,818
Carolina Cottons	2,060,162
American Cottons	2,126,759
Century Place	N/A

TRADEMARK ASSIGNMENT

WHEREAS, Century Place, Inc., a North Carolina corporation, Hartwell Industries, Inc., a Florida corporation (collectively, "Assignor") and Smith Acquisition II, Inc., a North Carolina corporation ("Assignee") are parties to that certain Asset Purchase Agreement, dated as of July 26, 2000, where Assignor agreed to sell to Assignee all right, title and interest to certain Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in, to and under any and all trademarks and/or service marks affiliated or associated with or related to the Assets, including, without limitation, the designation Century Place, Inc., the trademarks and U.S. trademark registrations listed on Schedule A attached hereto, any other U.S. and foreign trademark or service mark applications and registrations, and all other trademarks, service marks, and trade names used in connection with or relating to the Assets (collectively, the "Marks"), and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to: (a) the Marks; (b) any and all registrations of the Marks, whether state, federal or foreign, including, without limitation, those registrations listed on the attached Schedule A; (c) any and all applications to register the Marks, whether state, federal or foreign; (d) all of Assignor's common law rights in, to and under the Marks; (e) all other Assignor rights in, to and under the Marks, together with the goodwill of the business appurtenant to and symbolized by the Marks; (f) any and all of Assignor's rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks and/or the goodwill under the Marks; and (g) all claims or causes of action Assignor has or may have in connection with the Marks, including, but not limited to, the right to sue and recover damages for any and all past, present or future infringements of, or other violations of law relating to any of the Marks.

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a North Carolina corporation

By: _____

Name: Troy Templeton
Title: Vice-President

HARTWELL INDUSTRIES, INC.,
a Florida corporation

By: _____

Name: Troy Templeton
Title: Vice-President

ASSIGNEE:

SMITH ACQUISITION II, INC.,
a North Carolina corporation

By: _____

Name: Jeffrey Smith
Title: President

SCHEDULE A

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