

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Nano-Tex, Inc.  
3330 West Friendly Avenue  
Greensboro, NC 27410  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

2. Name and Address of receiving party(ies)

Name: Nano-Tex, LLC  
  
Address: 3330 West Friendly Avenue  
Greensboro, NC 27410

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: November 14, 2001

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership California  
 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 registration number(s):

A. Trademark Application No.(s) 76/140411

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Wanda Howard  
BI PROPERTIES I INC.  
3330 West Friendly Avenue  
Greensboro, NC 27410

6. Total number of applications and registrations involved: 42

7. Total fee (37 CFR 3.41)..... \$ 4,065

Enclosed

Any deficiency is authorized to be charged to Deposit Account No. \_\_\_\_\_

8. Deposit Account No. 50-0307

(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.*

JOHN D. ENGLAR

Name of Person Signing



Signature

November 20, 2001

Date

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

Mail to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

SCHEDULE A

COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
United States	NANO FIBERS	08/30/1999	75/788063		
Classes:					
United States	NANO TECHNOLOGY	12/09/1999	75/867812		
Classes:					
United States	NANO-BLACK	07/05/2000	76083358		
Classes:					
United States	NANO-CARE	07/05/2000	76083359		
Classes:					
United States	NANO-DRY	06/23/2000	76/076437		
Classes:					
United States	NANO-FRESH	06/30/2000	76081172		
Classes:					
United States	NANO-GUARD	08/22/2000	76/113888		
Classes:					
United States	NANO-NET	01/18/2000	75/897965		
Classes:					
United States	NANO-NETWORK	06/08/2001	76/268663		
Classes:					
United States	NANO-PANTS	09/13/2001	76/311951		
Classes:					
United States	NANO-PEARL	06/14/2000	76/069987		
Classes:					
United States	NANO-PEL	01/08/2001	76190936		
Classes:					
United States	NANO-PRESS	10/23/2001	76/328710		
Classes:					

SCHEDULE A

COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
North Carolina	NANO-TRX	03/08/2001	T-16323	03/08/2001	T-16323
Classes: 06					
United States	ACPEL	10/03/2000	76/140411		
Classes: 01					
United States	DESIGN (JEWEL)	11/30/2000	76173795		
Classes: 22 23 24 01 18 20 25					
United States	DESIGN (JEWEL)	08/31/2001	76/308449		
Classes: 25					
United States	DESIGN (NANO-CARE)	01/30/2001	76202314		
Classes: 24					
United States	DESIGN (NANO-DRY)	01/30/2001	76202315		
Classes: 24					
United States	DESIGN (NANO-NET)	01/30/2001	76202316		
Classes: 24					
United States	DESIGN (NANO-TOUCH)	04/12/2001	76/239934		
Classes: 24					
United States	DESIGN - FIBER STRAND	01/10/2001	76192290		
Classes: 24					
United States	NANO FABRICS	08/30/1999	75/788064		
Classes: 24					
United States	NANO FIBERS	08/31/1999	75/790814		
Classes: 22 23					

SCHEDULE A

COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
United States	NANO-SHEETS	09/13/2001	76/311950		
Classes:					
United States	NANO-SHIELD	06/14/2000	76/069986		
Classes:					
United States	NANO-SHIRT	09/13/2001	76/311953		
Classes:					
United States	NANO-SLACKS	09/13/2001	76/311955		
Classes:					
United States	NANO-SOCKS	09/13/2001	76/311954		
Classes:					
United States	NANO-TEX	12/28/1999	75882693		
Classes:					
United States	NANO-TEX	07/11/2001	76/283558		
Classes:					
United States	NANO-TEX	08/10/2001	76/298759		
Classes:					
United States	NANO-TEX	10/16/2000	76/148406		
Classes:					
United States	NANO-TEX	07/23/2001	76/289165		
Classes:					
United States	NANO-TEX & DESIGN	03/20/2001	76/227720		
Classes:					
United States	NANO-TEX & DESIGN	03/20/2001	76/227721		
Classes:					
United States	NANO-TEX & DESIGN	08/22/2001	76/303277		
Classes:					

SCHEDULE A

COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
Canada	NANO-TOUCH	10/24/2001	XXXX		
Classes: 25 24					
China P.R.	NANO	06/22/2000	2000089378		
Classes: 24					
China P.R.	NANO-CARE	10/24/2001	XXXX		
Classes: 24					
China P.R.	NANO-CARE	10/24/2001	XXXX		
Classes: 25					
China P.R.	NANO-DRY	10/24/2001	XXXX		
Classes: 25					
China P.R.	NANO-DRY	10/24/2001	XXXX		
Classes: 24					
China P.R.	NANO-PEL	10/24/2001	XXXX		
Classes: 25					
China P.R.	NANO-PEL	10/24/2001	XXXX		
Classes: 24					
China P.R.	NANO-TEX	01/11/2001	2001006943		
Classes: 24					
China P.R.	NANO-TEX	06/08/2001	2001097126		
Classes: 25					
China P.R.	NANO-TEX IN CHINESE CHARACTERS	06/27/2001	2001111852		
Classes: 24					
China P.R.	NANO-TEX IN CHINESE CHARACTERS	06/27/2001	2001111850		
Classes: 24					
China P.R.	NANO-TEX IN CHINESE CHARACTERS	06/27/2001	2001111851		
Classes: 25					

SCHEDULE A

COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
Dominican Republic	NANO-PEL	08/29/2001	xxxx		
Classes: 24					
Dominican Republic	NANO-TEX	08/29/2001	xxxx		
Classes: 24					
Hong Kong	DESIGN (JEWEL)	10/30/2001	2001/17714		
Classes: 24					
Hong Kong	DESIGN (JEWEL)	10/30/2001	2001/17715		
Classes: 25					
Hong Kong	NANO	10/30/2001	2001/17720		
Classes: 25					
Hong Kong	NANO	10/30/2001	2001/17719		
Classes: 24					
Hong Kong	NANO-CARE	10/30/2001	2001/17718		
Classes: 25					
Hong Kong	NANO-CARE	10/30/2001	2001/17717		
Classes: 24					
Hong Kong	NANO-TEX	04/10/2001	2001/05658		
Classes: 24					
Hong Kong	NANO-TEX	10/30/2001	2001/17716		
Classes: 25					
India	NANO-TEX	10/29/2001	xxxx		
Classes: 25					
India	NANO-TEX	10/29/2001	xxxx		
Classes: 24					
Japan	DESIGN (JEWEL)	10/24/2001	2001-95346		
Classes: 24 25					

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COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
Japan	NANO with Katakana	08/08/1989	xxxx	03/31/1992	2392634
Classes:					
Japan	NANO-CARE	08/31/2001	2001-78915		
Classes:					
Japan	NANO-DRY	08/31/2001	2001-78916		
Classes:					
Japan	NANO-FRESH	08/31/2001	2001-78918		
Classes:					
Japan	NANO-PEL	08/31/2001	2001-78917		
Classes:					
Japan	NANO-PRESS	10/24/2001	2001-95347		
Classes:					
Japan	NANO-TEX	04/06/2001	2001-32420		
Classes:					
Japan	NANO-TEX	06/08/2001	2001-52271		
Classes:					
Japan	NANO-TOUCH	08/31/2001	2001-78919		
Classes:					
Japan	NANOTEX with Katakana	08/08/1989	90738/1989	11/29/1996	2717664
Classes:					
Mexico	NANO-CARE	09/06/2001	505,748		
Classes:					
Mexico	NANO-CARE	09/06/2001	505,749		
Classes:					
Mexico	NANO-DRY	09/06/2001	505,746		
Classes:					

SCHEDULE A

COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
Mexico	NANO-DRY	09/06/2001	505,747		
Classes: 25					
Mexico	NANO-PEL	09/06/2001	505,744		
Classes: 24					
Mexico	NANO-PEL	09/06/2001	505,745		
Classes: 25					
Mexico	NANO-TEX	06/12/2000	430,432	06/30/2000	662,914
Classes: 01					
Mexico	NANO-TEX	06/12/2000	430,434	10/20/2000	674,843
Classes: 23					
Mexico	NANO-TEX	06/12/2000	430,433	10/20/2000	674,842
Classes: 22					
Mexico	NANO-TEX	06/12/2000	430,435		
Classes: 24					
Mexico	NANO-TEX	06/12/2000	430,436	06/30/2000	662915
Classes: 25					
New Zealand	NANO-DRY	06/13/2001	639553		
Classes: 24					
New Zealand	NANO-DRY	06/13/2001	639554		
Classes: 25					
New Zealand	NANO-PEL	06/13/2001	639551		
Classes: 24					
New Zealand	NANO-PEL	06/13/2001	639552		
Classes: 25					
New Zealand	NANO-TEX	06/13/2001	639549		
Classes: 24					



SCHEDULE A

COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
United States	NANO-TEX INTELLIGENT FABRICS	01/19/2000	75/897964		
Classes: 24					
United States	NANO-TEXTILES	06/23/2000	76/076440		
Classes: 24					
United States	NANO-TOUCH	03/20/2001	76/227713		
Classes: 24					
United States	NANO-WHISKER	07/05/2000	76083360		
Classes: 24					
United States	NANO-WHITE	02/14/2001	76210646		
Classes: 24					
United States	NANO-WRAP	03/20/2001	76/227714		
Classes: 24					
Australia	NANO-CARE	07/24/2001	883614		
Classes: 24					
Australia	NANO-TEX	06/22/2000	840003		
Classes: 24					
Brazil	NANO-TEX	06/28/2000	822889358		
Classes: 24					
Canada	NANO-CARE	04/12/2001	1,099,569		
Classes: 24					
Canada	NANO-DRY	04/12/2001	1,099,668		
Classes: 24					
Canada	NANO-FEL	05/23/2001	1,103,945		
Classes: 24					
Canada	NANO-TEX	03/07/2000	1040630		
Classes: 22 23 24 01 25					

END

SCHEDULE A

COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
China P.R.	NANO-TEX IN CHINESE CHARACTERS	06/27/2001	2001111853		
Classes: 25					
China P.R.	NANO-TOUCH	10/24/2001	XXXX		
Classes: 24					
China P.R.	NANO-TOUCH	10/24/2001	XXXX		
Classes: 25					
Community Trademark	DESIGN (JEWEL)	10/30/2001	XXXX		
Classes: 24 25 1					
Community Trademark	NANO-CARE	04/02/2001	2160547		
Classes: 24 25					
Community Trademark	NANO-DRY	04/02/2001	2160521		
Classes: 24 25					
Community Trademark	NANO-FEL	04/02/2001	2160927		
Classes: 24 25					
Community Trademark	NANO-TEK	06/06/2000	1693845		
Classes: 22 23 24 01 25					
Community Trademark	NANO-TOUCH	04/02/2001	2160695		
Classes: 24 25					

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SCHEDULE A

COUNTRY	TRADEMARK	APP DT	APP NO	REG DT	REG NO
New Zealand	NANO-TEX	06/13/2001	639550		

Classes: 25

## TRADEMARK ASSIGNMENT

WHEREAS, NANO-TEX, INC., a Delaware corporation, 3330 West Friendly Avenue, Greensboro, NC 27410 ("Assignor"), is the owner of the applications and registrations as set forth in Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, NANO-TEX, LLC, a California limited liability company, 3330 West Friendly Avenue, Greensboro, NC 27410 ("Assignee"), a related company of the Assignor, is desirous of acquiring all of Assignor's common law and statutory rights, title and interest in and to all the Trademarks, including the registrations and applications thereof, as set forth in Schedule A;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to all the Trademarks, including the registrations and applications thereof, together with the goodwill of the businesses symbolized by the Trademarks being assigned. In the case of intent-to-use applications filed under Trademark Act § 1(b), 15 U.S.C. § 1051(b), included in this assignment, Assignor transfers to the Assignee, its successor related company, the business, or the portion of the business to which the mark pertains, and represents that such business is ongoing and existing, in accordance with Trademark Act § 10, 15 U.S.C. § 1060.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the said marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

NANO-TEX, INC.



John D. Englar  
President

Dated: Nov 14, 2001