

11-23-2001  
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11-09-2001

U.S. Patent & TMO/TM Mail Ropt. Dt. #40

U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- 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  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name THOMASTON MILLS, INC.

10092001

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization GEORGIA

#### Receiving Party

Mark if additional names of receiving parties attached

Name ATD-AMERICAN CO.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 135 GREENWOOD AVENUE

Address (line 2) \_\_\_\_\_

Address (line 3) WYNCOTE

PENNSYLVANIA

19095

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

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 from Assignment.)

Citizenship/State of Incorporation/Organization PENNSYLVANIA

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11/21/2001 LMUELLER 00000118 75419512

01 FU:481  
02 FU:482

40.00 OP  
800.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0451-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, TRADEMARK 20231  
REEL: 002398 FRAME: 0438

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**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)**

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

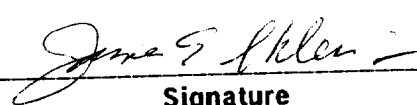
Method of Payment: Enclosed  Deposit Account

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.

James E. Shlesinger  11/9/01  
Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0051-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

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 from the Assignment.)

**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)**

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**Registration Number(s)**

0954499	1130916	0539347
0539375	2178945	2082425
0262136	0539348	1171334
0799597	0539350	0691759
0692127	1633241	1223700
1223699	0540776	0540784
0540778	0799598	<input type="text"/>

## TRADEMARK ASSIGNMENT

WHEREAS, THOMASTON MILLS, INC., a Georgia corporation having its principal place of business at 115 East Main Street, Thomaston, Georgia, U.S.A. 30286 (hereinafter, "ASSIGNOR"), desires to transfer and convey any and all rights it may have in a number of trademarks and trademark applications in the United States which are described in detail on Schedule I, attached hereto, (hereinafter, the "Trademarks") and are adopted and used by the ASSIGNOR in its business; and

WHEREAS, ATD-American Co., a Pennsylvania corporation, having its principal place of business at 135 Greenwood Avenue, Wyncote, Pennsylvania, U.S.A. 19095 (hereinafter "ASSIGNEE"), is desirous of obtaining the right, title and interest that ASSIGNOR has in, to and under each of the aforesaid Trademarks;

1. NOW, THEREFORE, for good and valuable consideration received by ASSIGNOR, ASSIGNOR hereby sells, assigns, transfers, and sets over unto the said ASSIGNEE any and all of ASSIGNOR's right, title, and interest, if any, in and to each of the Trademarks, together with the goodwill, if any, of ASSIGNOR'S business connected with the use thereof and symbolized by the Trademarks, for ASSIGNEE's own use and benefit and for the use and benefit of its successors, legal representatives, and assigns.

2. ASSIGNOR agrees that it will sign all lawful papers prepared by ASSIGNOR for filing, and make all rightful oaths required to perfect and record title to the Trademarks, in the United States Patent and Trademark Office. ASSIGNEE shall bear all responsibility for all costs incurred with respect to the maintenance of the Trademarks after the date of this Assignment.

3. ASSIGNEE shall retain the exclusive right to bring and maintain actions for, and to settle, release, and compromise claims for infringement of, the Trademarks occurring prior to the date hereof and to retain the proceeds thereof.

4. Notwithstanding anything to the contrary contained in any other contract or agreement between ASSIGNOR and ASSIGNEE, ASSIGNOR and ASSIGNEE acknowledge and agree that any rights in, to and under the aforesaid properties are being transferred and conveyed hereby on an "AS-IS" basis, without any representations or warranties of any kind whatsoever by ASSIGNOR.

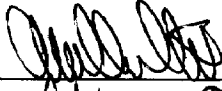
5. Except as otherwise expressly provided herein, no obligation is hereby assumed by either ASSIGNOR or ASSIGNEE to maintain, prosecute, enforce, litigate concerning, assert, or defend the Trademarks or to file any document with respect thereto.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed by their respective officers thereunto duly authorized as of the 9<sup>th</sup> day of October, 2001.

**"ASSIGNOR"**

THOMASTON MILLS, INC.  
a Georgia corporation

By:   
Name: A. William O'Leary  
Title: ASSIGNOR PRESIDENT AND CEO

**"ASSIGNEE"**

ATD-AMERICAN CO., a Pennsylvania  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed by their respective officers thereunto duly authorized as of the 9<sup>th</sup> day of October, 2001.


**"ASSIGNOR"**

THOMASTON MILLS, INC.  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"ASSIGNEE"**

ATD-AMERICAN CO., a Pennsylvania  
corporation

By:  \_\_\_\_\_  
Name: Jerome H. Lastero  
Title: President

STATE OF GEORGIA        )  
                                  )  
COUNTY OF Upson        )        SS.

On this the 9<sup>th</sup> day of October, 2001, before me, the undersigned Notary Public, personally appeared the Authorized Officer of THOMASTON MILLS, INC., a Georgia corporation, and acknowledged to me that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Patricia R. Skidmore

My Commission Expires:

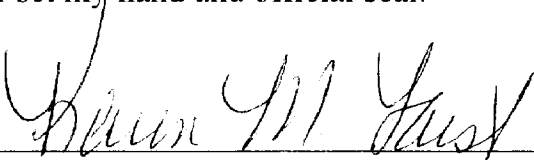
December 3, 2004

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF MONTGOMERY )

SS.

On this the 8<sup>th</sup> day of October 2001, before me, the undersigned Notary Public, personally appeared the Jerome Zaslow, the President of ATD-AMERICAN CO., a Pennsylvania corporation, and acknowledged to me that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.



NOTARIAL SEAL  
KAREN M. FARST Notary Public  
Jenkintown Boro, Montgomery County  
My Commission Expires April 14, 2003

My Commission Expires:

\_\_\_\_\_



**SCHEDULE I  
THOMASTON MILLS, INC.  
U.S. REGISTERED TRADEMARKS**

Mark	Date of Registration	Registration Number
AMERICAN MOOD	2-22-72	0929629
CITYSCAPE	10-6-98	2194320
DEPENDABLE THOMASTON FABRICS & Spinning Wheel Design	9-22-64	0777207
DEPENDABLE THOMASTON FABRICS & Spinning Wheel Design	9-22-64	0777473
DEPENDABLE THOMASTON FABRICS & Spinning Wheel Design	6-12-62	0732777
DEPENDABLE THOMASTON FABRICS SINCE 1899 & Spinning Wheel Design	1-29-91	1633240
Design	7-24-51	0545573
DORM PACK	9-18-01	2491527
EASTPORT LINENS	10-6-98	2194319
FROM FIBER TO CONSUMER	3-6-73	0954499
NEW ERA	10-10-78	1130916
PAGE	3-13-51	0539347
QUALITY MUSLIN & Design	3-13-51	0539375
SPLASH	8-4-98	2178945
STONE COTTAGE	7-22-97	2082425
TAVERN	10-1-29	0262136
TAVERN	3-13-51	0539348
TENDER REST	9-29-81	1171334
"THOM-CELL"	11-30-65	0799597
THOMASTON	3-13-51	0539350
THOMASTON	1-19-60	0691759
THOMASTON	1-26-60	0692127

THOMASTON	1-29-91	1633241
THOMASTON BED-IN-A-BAG	Filed: 1-16-98	Application No.: 75-419512
THOMASTON BEDSPREAD IN A BAG	Filed: 12-23-99	Application No.: 75-883363
THOMASTON MILLS BED-IN-A-BAG	Filed: 1-16-98	Application No.: 75-419344
THOMASTON MILLS BED IN A BAG	Filed: 1-16-98	Application No.: 75-419515
THOMASTON DEPENDABLE FINISH & Design	1-11-83	1223700
THOMASTON DEPENDABLE THOM-SET FINISH & Design	1-11-83	1223699
THOMASTON FIRE SIDE	4-10-51	0540776
THOMASTON PAGE QUALITY MUSLIN & Design	4-10-51	0540784
THOMASTON TAVERN QUALITY MUSLIN & Design	4-10-51	0540778
"WAFFLE-AIRE"	11-30-65	0799598

**SCHEDULE II  
THOMASTON MILLS, INC.  
FOREIGN REGISTERED TRADEMARKS**

Country	Trademark	Registration Number
Antigua & Barbuda	CITYSCAPE	1713280
Antigua & Barbuda	SPINNING WHEEL LOGO	1.625.761
Antigua & Barbuda	THOMASTON	1.625.762
Argentina	THOMASTON	1.625.762
Argentina	THOMASTON AND SPINNING WHEEL LOGO	1.625.761
Argentina	CITYSCAPE	1.713.830
Aruba	THOMASTON	91080712
Aruba	THOMASTON AND SPINNING WHEEL LOGO	91080711
Bolivia	THOMASTON	56463-C
Bolivia	THOMASTON AND SPINNING WHEEL LOGO	56462-C
Brazil	THOMASTON AND SPINNING WHEEL LOGO	816714371
Canada	THOMASTON	385798
Canada	THOMASTON FABRICS AND Design	
Canada	THOMASTON FABRICS & Spinning Wheel Design	389389
Canada	NEW ERA	TMA269553
Canada	THOMASTON	TMA269554
Chile	THOMASTON	390,188
Chile	THOMASTON AND SPINNING WHEEL LOGO	390,189
Columbia	THOMASTON	159629
Columbia	DEPENDABLE THOMASTON FABRICS & Design	160815
Costa Rica	THOMASTON	81.591 & 82.133
Costa Rica	THOMASTON AND SPINNING WHEEL	81.327

	LOGO	
Costa Rica	THOMASTON DEVICE	82.600
Ecuador	THOMASTON	487-93
Ecuador	THOMASTON AND SPINNING WHEEL LOGO	488-93 & 489-93
El Salvador	THOMASTON AND SPINNING WHEEL LOGO	00047
Guam	SPINNING WHEEL LOGO	72540
Guam	THOMASTON	73163
Guatemala	THOMASTON	04485/92
Guatemala	THOMASTON AND SPINNING WHEEL LOGO	04486/92
Guyana	THOMASTON	13776A
Guyana	THOMASTON AND SPINNING WHEEL LOGO	13909A
Honduras	THOMASTON	57,087
Honduras	THOMASTON AND SPINNING WHEEL LOGO	57,086
Mexico	THOMASTON	394990
Mexico	THOMASTON FABRICS & Design	398614
Netherlands Antilles (Curacao)	THOMASTON	16567
Netherlands Antilles (Curacao)	THOMASTON AND SPINNING WHEEL LOGO	16568
Nicaragua	THOMASTON	23.198 CC
Nicaragua	THOMASTON AND SPINNING WHEEL LOGO	23.866 & 24.225
Panama	THOMASTON	73502 & 72483
Panama	THOMASTON AND SPINNING WHEEL LOGO	73503
Panama	DEPENDABLE THOMASTON FABRIC & Design	53776
Paraguay	THOMASTON	158808
Paraguay	THOMASTON AND SPINNING WHEEL LOGO	158809

Peru	THOMASTON	098582
Peru	THOMASTON AND SPINNING WHEEL LOGO	098583
Puerto Rico	NEW ERA	23958
Puerto Rico	SPINNING WHEEL LOGO	30.565
Puerto Rico	THOMASTON	23959 & 30.567
Suriname	THOMASTON	13203
Suriname	THOMASTON AND SPINNING WHEEL LOGO	13202
Uruguay	THOMASTON	255.972
Uruguay	THOMASTON AND SPINNING WHEEL LOGO	252.971
Venezuela	NEW ERA	112805-F
Venezuela	THOMASTON	115309
Venezuela	CITYSCAPE	23.577-97
Venezuela	DEPENDABLE THOMASTON FABRICS & Design	F-159802
Venezuela	THOMASTON	F-159803