

12-28-2001



101927598

PTO 19

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

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): Tropical Sportswear Int'l Corporation 12/19/01
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Savane International Corp. Internal Address: Street Address: 4902 West Waters Avenue City: Tampa State: FL Zip: 33634
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Texas 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

3. Nature of conveyance: Resubmission Document ID#: 101820059
Assignment Merger Security Agreement Change of Name Other assignment erroneously recorded against Reg. No. 2,425,994 at Execution Date: August 15, 2000 2138/0556

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,026,209
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Claire M. Kimball Internal Address: Alston & Bird LLP One Atlantic Center Street Address: 1201 West Peachtree Street City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Claire M. Kimball Signature Date 12/19/01

Total number of pages including cover sheet, attachments, and document: 47

12/28/2001 GTDN11 00000061 2026209

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

01 FC:481

40.00 DP

TRADEMARK REEL: 002414 FRAME: 0263

8-15-01

08-22-2001



101820059

-EET

15

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

Submission Type

New

Resubmission Document ID # _____ (Non-Recordation)

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # 2138 Frame # 0556

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month 8 Day 23 Year 2000

Corrective document for ~~submitting~~ ^{Remove} erroneously recorded assignment

Conveyance Party

Enter Additional Conveying Party

Mark if additional names of conveyance parties attached

Name Tropical Sportswear Int'l Corporation Execution Date
Month 8 Day 15 Year 2000

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship State of Incorporation/Organization Florida

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Savane International Corp.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4902 West Waters Avenue

Address (line 2) _____

Address (line 3) Tampa City Florida State/Country 33634 Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other _____

Citizenship State of Incorporation/Organization Texas

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to: **Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**

08/22/2001 LMUELLER 00000066 2425994

01 FD:481

40.00 DP

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) | | |
|---------------------------------|----------------------|----------------------|--|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2,425,994"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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.

Claire M. Kimball Claire M Kimball 8/15/01
 Name of Person Signing Signature Date Signed

TRADEMARK ASSIGNMENT

TROPICAL SPORTSWEAR INT'L CORPORATION, a corporation of the State of Florida, with its principal place of business at 4902 West Waters Avenue, Tampa, Florida 33634 (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and **SAVANE INTERNATIONAL CORP.**, a corporation of the State of Texas, with its principal place of business at 4902 West Waters Avenue, Tampa, Florida 33634 (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of one dollar (\$1.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE's name. The parties acknowledge such transfer constitutes a contribution to the capital of ASSIGNEE intended to qualify as a transfer to a corporation controlled by ASSIGNOR under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part

shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:01 a.m. (E.D.T.), August 23, 2000.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of the 12:01 a.m. (E.D.T.), August 23, 2000.

TROPICAL SPORTSWEAR INT'L CORPORATION

By: [Signature]

Name: Larry McPherson

Title: SVP Finance

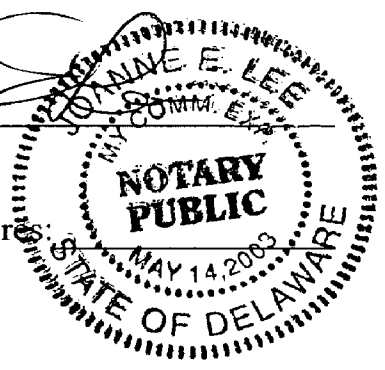
STATE OF Delaware §

COUNTY OF New Castle §

On this 15th day of August, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Larry McPherson, known by me to be the person of the above name and an officer of **TROPICAL SPORTSWEAR INT'L CORPORATION**, duly authorized to execute this Trademark Assignment on behalf of **TROPICAL SPORTSWEAR INT'L CORPORATION**, who signed and executed the foregoing instrument on behalf of **TROPICAL SPORTSWEAR INT'L CORPORATION**.

[Signature]
Notary Public

My Commission Expires:



SAVANE INTERNATIONAL CORP.

By: [Signature]

Name: Gregory L. Wilham

Title: FVP

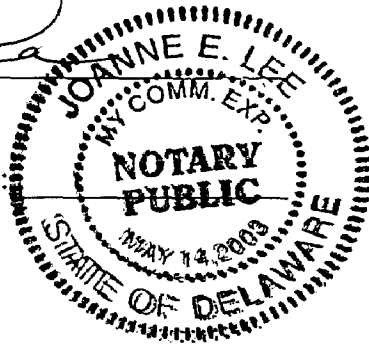
STATE OF Delaware §

COUNTY OF New Castle §

On this 15th day of August, 2000 before me, a Notary Public in and for the State and County aforesaid, personally appeared Gregory L. Wilham, known by me to be the person of the above name and an officer of **SAVANE INTERNATIONAL CORP.** duly authorized to execute this Trademark Assignment on behalf of **SAVANE INTERNATIONAL CORP.** who signed and executed the foregoing instrument on behalf of **SAVANE INTERNATIONAL CORP.**

[Signature]
Notary Public

My Commission Expires:



Schedule A

Marks

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|---------------------------------------|-----------------|------------------|
| 1985 A FLYERS & Design | 75/238503 | |
| AUTHENTIC CHINO CASUALS | 75/113474 | 2026209 |
| B2B (Stylized) | 75/736,145 | |
| BANANA JOE | 75/189475 | |
| BANANA JOE & Design | 75/289,595 | |
| BANANA JOE SLO MO SPORTSWEAR & Design | 75/252103 | |
| BAY RUNNER | 74/183441 | 1762106 |
| BAY TO BAY | 74/035741 | 1648201 |
| BAY TO BAY CREW | 74/581081 | 1923786 |
| BAY TO BAY TROPICAL 1927 & Design | 75/264,823 | 2,363,498 |
| BAYSPORT | 74/171111 | 1720393 |
| BIG HORN | 74/401143 | 1959169 |
| BILLY BOY | 75/126163 | 2043883 |
| BITTER CREEK | 75/209849 | 2170355 |
| BOSTON BAY | 74/183438 | 1758436 |
| BOSTON BAY & Design | 75/264824 | 2124039 |
| BY THE BAY | 74/627260 | 2061908 |
| CHIEF JOSEPH | 75/108996 | 2039171 |
| CHOCKS | 74/236961 | 1788904 |
| COMMANCHE | 74/171105 | 1763717 |
| COOL HAND | 75/303,502 | 2,316,990 |
| COTTON PROOF | 74/227353 | 1711867 |
| COTTONFARM CO-OP | 74/183440 | 1762105 |
| DESERT STORM | 74/131,087 | 1,810,077 |
| ER EXTREME RISK SPORTSWEAR & Design | 75/285,347 | 2,324,759 |

TRADEMARK

REEL: 002414 FRAME: 0271

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|----------------------------------|-----------------|------------------|
| EXTREME RISK | 74/706795 | 2063928 |
| FEATHER RIVER CO. | 75/328621 | 2,317,025 |
| FLYING A | 74/515090 | 1932346 |
| FLYING A JEANSWEAR & Design | 75/207,951 | |
| FRESH PAINT | 75/306237 | 2217895 |
| GOLF CLUB INTERNATIONAL | 74/554912 | 1961077 |
| GOLF CLUB INTERNATIONAL & Design | 75/285702 | 2189077 |
| GREAT BASIN | 74/378620 | 1990201 |
| I'M WASHABLE WOOL | 74/476474 | 1993812 |
| INTERNET SPORTSWEAR | 75/263192 | 2285995 |
| JIMMY BOY | 75/108975 | 2039170 |
| JOHANN SEBASTIAN BACH | 75/088916 | 2050748 |
| KHAKI WEB | 75/372360 | |
| LITTLE BIG HORN | 74/401144 | 1955267 |
| MANATEE | 74/133978 | 1722055 |
| Manatee Design | 74/189049 | 1710130 |
| MANATEE MAGIC | 74/185515 | 1720398 |
| NATURAL LIVING | 74/524966 | 2000253 |
| NATURAL PERFORMER | 74/476473 | 1895623 |
| NEW PUBLIC WORKS | 75/334,850 | |
| NEW PUBLIC WORKS | 75/737,369 | |
| ORIGINAL CHINO CASUAL | 74/674481 | 1997707 |
| OUTER BAY | 75/069029 | 2088822 |
| PADDLE AND OARS COMPANY | 75/354,012 | 2,276,544 |
| PLATINUM MEMBER | 75/273440 | 2289271 |

TRADEMARK

REEL: 002414 FRAME: 0272

PCMASTER REPORTER

MASTER FILE REPORT

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|------------------------------|-----------------|------------------|
| PLATINUM MEMBER & Design | 75/414,075 | |
| PLATINUM SIGNATURE | 75/273442 | 2279772 |
| PORT WEST | 73/722035 | 1521025 |
| PUEBLO | 75/210,750 | |
| RED DOG | 74/641583 | |
| ROYAL PALM | 73/287182 | 1186894 |
| ROYAL PALM & Design | 75/285775 | 2137530 |
| ROYAL PALM & Design | 71/686,787 | 699,031 |
| SALT OF THE EARTH | 74/336950 | 1784228 |
| SALT RIVER | 74/418818 | 1951747 |
| SAWDUST COMPANY | 75/354009 | 2267682 |
| SAWTOOTH MOUNTAINS | 74/401145 | 1955268 |
| Seed Packet Design | 74/482170 | 1959592 |
| SILK BLUES | 74/193576 | 1906918 |
| SILVER CERTIFICATE | 74/705524 | 2058193 |
| SISSY BOY | 75/068876 | 2058432 |
| SLINGSHOT | 75/312705 | |
| SLO MO SPORTSWEAR (Stylized) | 75/263193 | 2211745 |
| SPIRIT OF THE WOLVES | 74/565320 | 2001847 |
| SPRING TWILL | 75/126164 | 2043884 |
| STARBOARD | 75/108998 | 2039172 |
| STEELWORKS | 75/390,568 | 2,309,754 |
| STINKER THE SKUNK INC. | 75/189476 | 2091439 |
| TAHOE RIVER OUTFITTERS | 75/210749 | 2132246 |
| TCS=QVT | 75/054019 | 2038658 |

TRADEMARK

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|-----------------------------------|-----------------|------------------|
| TEXAS JEANS | | |
| THE AUTHENTIC KHAKI COMPANY | 74/707997 | 2011240 |
| THE COAL MINE COMPANY | 74/524965 | 2000252 |
| THE LEADER IN PRIVATE BRAND | 75/245464 | 2117132 |
| THE ORIGINAL IDAHO JEAN COMPANY | 74/641562 | 2059787 |
| THE ORIGINAL KHAKI CO. & Design | 74/707996 | 2039863 |
| THE THINGS WE VALUE | 74/607923 | 1928428 |
| THREE GRACES | 74/524964 | 1990305 |
| TROPICAL | 74/035667 | 1646084 |
| TROPICAL SPORTSWEAR | 74/482173 | 1960833 |
| TROPICAL SPORTSWEAR INTERNATIONAL | 74/482172 | 2016017 |
| TROPICAL SPORTSWEAR NATURAL MAN | 74/247,932 | 1,843,699 |
| TSI | 74/482171 | 1911480 |
| TWO PEPPER | 74/452555 | 1914210 |
| U.S. TRADING COMPANY | 74/422884 | 1898403 |
| U.S. TRADING COMPANY & Design | 75/285346 | 2227233 |
| WALTON SUPPLY CO. | 74/133224 | 1763714 |
| WASHOUT | 74/227344 | 1725844 |
| WET PROCESS | 74/413052 | 1883020 |
| WHITE ICE COMPANY | 75/354,010 | 2,362,691 |
| WILDLIFE | 74/259492 | 1773702 |
| WILDLIFE REFUGE | 74/118382 | 1683029 |
| WILDLIFE REFUGE & Design | 75/285,345 | 2,146,440 |
| WILL ROGERS | 74/729444 | |
| WOODEN NICKEL | 74253231 | 1773697 |

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REEL: 002414 FRAME: 0274

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|-----------------------------|-----------------|------------------|
| WOODMERE | 74/269255 | 1738437 |
| WOODMERE & Design | 75/285344 | 2139222 |
| WOW! WEATHERED OUT WRINKLES | 74/661913 | 2038156 |
| ZIABO | 74/183416 | 1718286 |

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|---|-----------------|------------------|
| 1 UNDER & Design | | |
| 180 & Design | 75/497,959 . | |
| A & Design | 75/289,596 . | |
| ACCOUNT SYSTEM | | |
| ACTIVE 1 (Stylized) | 73/168879 | 1117335 . |
| AK AMERICAN KHAKIS Composite | 75/615,925 . | |
| AMBER FIELDS | | |
| ANDREA YORK | 75/656,744 . | |
| APACHE | 75/746,622 . | |
| ARKANSAS DENIM CO. | | |
| AUBREY BROOKE | | |
| AUTHENTIC KHAKI OUTDOOR | 75/599,991 | 2,376,780 . |
| AUTHENTIC KHAKI STRETCH | 75/390,569 . | |
| AUTHENTIC KHAKIWEAR ORIGINAL STYLE SINCE 1918 | 75/362741 . | |
| BANANA PEEL | | |
| BAY TO BAY GOLF | | |
| BAY TO BAY GOLF (Stylized) & Design | 75/744234 . | |
| BAY TO BAY GOLF TROPICAL 1927 & Design | 75/285704 . | |
| BAY TO BAY OUTFITTERS | | |
| BEEHIVE INDUSTRIAL COMPANY | 75/354011 | 2256033 . |
| BLUE MIST | | |
| BLUE WATER | | |
| BRIDGE POINTE | 74/035740 | 1647493 . |
| CACTUS JACK | 75/545,794 . | |
| CHINO GENERATION | | |

TRADEMARK

REEL: 002414 FRAME: 0276

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|---|-----------------|------------------|
| COPPER WORKS | 75/867,799 . | |
| COTTONWOOD TRADERS | 74/183439 | 1715925 . |
| COTTONWOOD TRADERS & Design | | |
| COWBOY | | |
| DEER HUNTER | | |
| Design (Stars used with AK American Khakis) | | |
| E-CORE | 75/656,745 . | |
| EXPERTS.COM | | |
| FARAH & F Device Opposition | | |
| FARAH F in Circle & Design | 75/737,904 . | |
| FARAH TEXAS JEANS | 75/822,441 . | |
| Faraway Farm Consent Agreement | | |
| FARGO | | |
| FASTER, BETTER AND CHEAPER | | |
| FIRST CHOICE | | |
| FLY WATER | 75/487,862 . | |
| FLYERS | 75/561200 . | |
| FLYERS A & Design | 75/207,956 . | |
| FLYING ACES | 75/390404 | 2273013 . |
| GENERATION | | |
| GENGHIS KHAN | | |
| GEORGE W. | 75/862,331 . | |
| GEORGE W. (Stylized) & Design | 75/912,861 . | |
| GOLD STRIKE (Stylized) | 71/692463 | 628742 . |
| GOLDLEAF | 75/487865 . | |

TRADEMARK

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|----------------------------------|-----------------|------------------|
| GRAND CANYON | | |
| GREENSPORT | | |
| GREY WOLF | 75/751,134 | |
| HAVANA JOE | | |
| HEATHER EDEN | | |
| HEATHER STONE | | |
| HORSE CREEK | 75/620,583 | |
| HORSEMAN | | |
| HOUND DOG JEANS | | |
| HUBBA HUBBA | | |
| INDIAN JOE | 75/656,743 | |
| IVY BROOKE | | |
| JJ HOG & Design | | |
| JOHNNY BOY & Design | 75/285348 | |
| JOHNNY BOY (Stylized) & Design | 75/655,047 | |
| KATRINA SPORT | | |
| LADYBUG | | |
| LONE STAR | | |
| MESA GRANDE | | |
| MICHELANGELO BUONARROTI | | |
| MICHELANGELO BUONARROTI & Design | 75/232,557 | |
| MICROSILK | | |
| Misc. Design | | |
| MS. CHINO or MIZ. CHINO | | |
| MS. KHAKI or MIZ KHAKI | 75/737,909 | |

TRADEMARK

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|---|-----------------|------------------|
| OLD EL PASO JEAN COMPANY | | |
| ONE UNDER & Design | | |
| OUTDOOR KHAKI COMPANY | | |
| PANT WORKS | | |
| PENTIUM | | |
| POLAR ICE | 75/334851 | |
| PORT WEST & Design | 75/285703 | 2137529 |
| PURE KHAKI | | |
| RAD JEANS | | |
| RANCHER | | |
| RED FOX | 75/268845 | |
| RED JEANS | | |
| RED ROCK | | |
| RODEO | | |
| ROYAL COUNTY OF BERKSHIRE POLO CLUB (Stylized) & Design | | |
| RUNWAY | | |
| SADDLE JEAN | | |
| SALTY | | |
| SALTY PACIFIC SPORTSWEAR | | |
| SAVANE | | |
| SAVANE & Four Leaf Design | | |
| SAVANE (Opposition) (KR26439-73) | 75/738,460 | |
| SELENE | | |
| SILKWORKS | | |
| SILVERTIP | | |

CLIENT 023827 - ALL U.S. MARKS

| Mark | Application No. | Registration No. |
|--|-----------------|------------------|
| SLO MO SPORTSWEAR Design | | |
| SOFT AS SAVANE & Design | 75/737,912 | |
| STRETCH WAISTBAND & Design | 75/523,128 | 2,325,498 |
| STRETCH WAISTBAND (Stylized) & Design | | |
| TECH WORKS | | |
| TEXAS JEANS | | |
| THE ORIGINAL TEXAS JEAN COMPANY | | |
| THE ORIGINAL WYOMING JEAN COMPANY | 74/641561 | 2059786 |
| THE OUTDOOR KHAKEI COMPANY | | |
| TRICIA | | |
| TROP TECH | | |
| TROP TECH #1 | | |
| TROP TECH 2000 | | |
| TROPICAL GECKO | 75/277215 | |
| TROPICAL GECKO & Design | 75/289597 | |
| Tropical Sportswear Int'l Corp - TM General | | |
| TROPICAL SPORTSWEAR ONLY THE BEST & PALM TREE DESIGN | 75/942,234 | |
| TROPIWASH | 75/465356 | 2246089 |
| TSI & Design | | |
| TSI & Design | 75/942,285 | |
| TWO PEPPER & Design | | |
| WATER CLUB | | |
| WESTERN & SADDLE JEAN | | |
| WHITE DOVE | | |
| WICHITA | 75/620,431 | |

TRADEMARK

REEL: 002414 FRAME: 0280

CLIENT 023827 - ALL U.S. MARKS

Mark

Application No.

Registration No.

WOODSMAN

WORLD FAMOUS FLYERS

75/706,886 ✓

YELLOWSTONE