

1-4-02

01-04-2002



101934584

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): DeLong Sportswear, Inc. 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: General Electric Capital Corporation Internal Address: Street Address: 200 West Madison, Suite 2300 City: Chicago State: IL Zip: 60606 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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: Assignment Merger Security Agreement Change of Name Other to correct assignment #1,658,256 recorded on reel 002178 Frame 0129 Execution Date: 9/22/00

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,658,286 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,658,286 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michelle Roman Internal Address: Husch & Eppenberger, LLC 1200 Main Street, Suite 1700 Street Address: City: Kansas City State: MO Zip: 64105

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 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. Lisa Robison Name of Person Signing Signature Date 1/3/02 Total number of pages including cover sheet, attachments, and document: 37

01/04/2002 DRYRNE 0000003A 165A2A6

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40.00 OP

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

TRADEMARK REEL: 002417 FRAME: 0040

11-17-2000



101520028

11-14-00

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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- 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

FOR OFFICE USE ONLY

FORM PTO-1618A 09/06/99

128
148

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 (0651-0027), 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, Washington, D.C. 20231

TRADEMARK
REEL: 002417 FRAME: 0128
TRADEMARK
REEL: 002417 FRAME: 0041

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

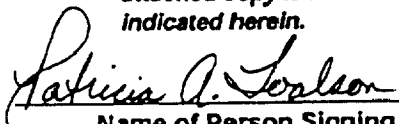
(Enter for payment by deposit account or if additional fees can be charged to the account.)

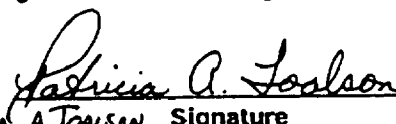
Deposit Account Number: #

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.





10/24/00

Name of Person Signing PATRICIA A. TOLSON Signature

Date Signed

REGISTRATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKATA

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)

Registration Number(s)

74-619,815	74-462,446	74-462,442
74-462,448	74-490,332	74-462,443
73-318,388	73-490,334	74-462,444
74-462,447	74-491,357	74-462,440
74-483,544	74-317,141	74-354,336
74-483,545	74-317,154	74-354,498
74-462,445	74-462,441	74,354,587

1,810,107	1,261,774	
1,923,746		
1,261,017		
1,375,864		
1,379,228		
1,281,884		
1,263,697		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 12, 2000, is made by DELONG SPORTSWEAR, INC., an Iowa corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

::ODMA\PCDOCS\KANSAS_CITY\358792\3

TRADEMARK
REEL: 002178 FRAME: 0131

TRADEMARK
REEL: 002417 FRAME: 0044

3. **REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **COVENANTS.** Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **SECURITY AGREEMENT.** The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. **REINSTATEMENT.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

[Signature on following page]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELONG SPORTSWEAR, INC., an Iowa corporation

By: [Signature]
Sharp Lannom, President

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]
Name: Steven Groot
Title: Duly Authorized Signatory

STATE OF Iowa)
) ss.
COUNTY OF Pock)

On this 15th day of Sept., 2000, before me, a Notary Public in and for said county, personally appeared SHARP LANNOM, to me personally known, who, being by me duly sworn did say that he is the President of DeLONG SPORTSWEAR, INC., an Iowa corporation, and known to me to be the person described in and who executed the foregoing instrument, that no seal has been procured by the said corporation and that said instrument was signed on behalf of said corporation by authority of its board of directors and that said SHARP LANNOM acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Des Moines, Iowa the day and year last above written.

Lisa Short
Notary Public in the
State of Iowa

My commission expires:



Type or Print Name

STATE OF ILLINOIS)
) ss.
COUNTY OF COCK)

On this 22nd day of Sept, 2000, before me, a Notary Public in and for said county, personally appeared Steven Gross, to me personally known, who, being by me duly sworn did say that he is the Authorized Signer of General Electric Capital Corporation, a New York corporation, and known to me to be the person described in and who executed the foregoing instrument, that no seal has been procured by the said corporation and that said instrument was signed on behalf of said corporation by authority of its board of directors and that said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

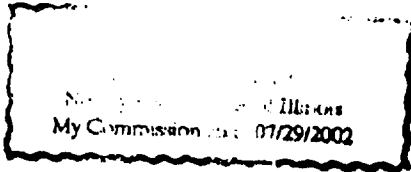
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

Sharon D. Hayer
Notary Public in the
State of ILLINOIS

My commission expires:

7/29/2002

Sharon D. Hayer
Type or Print Name



SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
---------------	-----------------	-------------

SEE ATTACHED EXHIBIT A

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
---------------	------------------------	-------------

SEE ATTACHED EXHIBIT A

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
--------------------------	--------------------------	----------------

SEE ATTACHED EXHIBIT A

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
-------------	-----------------	-------------

SEE ATTACHED EXHIBIT A

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
-------------	------------------------	-------------

SEE ATTACHED EXHIBIT A

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
--------------------------	--------------------------	----------------

SEE ATTACHED EXHIBIT A

SCHEDULE III
10
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
NONE		

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

DeLONG

DELONG

Status: REGISTERED
SECTION 2(F)
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: AUG 10, 1987 Serial Number: 73-677,662
Published For Opposition: JUL 26, 1988
Registered: OCT 18, 1988 Registration Number: 1,509,268
Affidavit Section: 8-15 FEB 22, 1994 FEB 22, 1994

Goods/Services:

International Class 24: BLANKETS, TEXTILE BANNERS AND CHENILLE FOR USE IN THE MANUFACTURE OF SCHOOL LETTERS AND EMBLEMS
International Class 25: SPORTING AND ATHLETIC APPAREL, NAMELY, LETTER JACKETS; LEATHER JACKETS; WARM-UP SUITS; WARM-UP JACKETS; COACHES CLOTHING, NAMELY, JACKETS AND PANTS; BASEBALL, VOLLEYBALL, BASKETBALL, FOOTBALL, TRACK, AND WRESTLING UNIFORMS CONSISTING OF SHIRTS, PANTS AND SHORTS; JACKETS; BELTS; UNDERSHIRTS AND SOCKS; AND ACTIVEWEAR, NAMELY, SHORTS, SHIRTS, PANTS AND JACKETS
First Used: JUN 01, 1987 (INTL. CL. 24)
In Commerce: JUN 01, 1987
First Used: JUN 01, 1987 (INTL. CL. 25)
In Commerce: JUN 01, 1987

Registrant:

DE LONG SPORTSWEAR, INC.
IOWA CORPORATION
P.O. BOX 189
GRINNELL, IOWA, 50112

Other U.S. Registrations: 1,155,698; 1,155,699; 1,185,868; 1185869 AND OTHERS

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

WOOLSHIELD

WOOLSHIELD

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: JUN 26, 1981 Serial Number: 73-316,439
Published For Opposition: MAY 25, 1982
Registered: AUG 17, 1982 Registration Number: 1,205,497
Affidavit Section: 8-15 SEP 26, 1988

Goods/Services:

International Class 24: WOOL FABRIC, ESPECIALLY TREATED TO REINFORCE ITS NATURAL FLAME RETARDANT QUALITIES
First Used: MAY 1981 (INTL. CL. 24)
In Commerce: MAY 1981

Registrant:

DELONG SPORTSWEAR, INC., GRINNELL, IA.

Ref: 3

DE LONG USA

DE LONG USA

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: JUN 25, 1990 Serial Number: 74-072,745
Published For Opposition: APR 23, 1991
Registered: JUL 16, 1991 Registration Number: 1,650,822
Affidavit Section: 8-15 MAR 13, 1997 MAR 13, 1997

Goods/Services:

International Class 25: SPORTING AND ATHLETIC APPAREL - NAMELY, LETTER JACKETS; LEATHER JACKETS; WARM-UP SUITS; WARM-UP JACKETS; COACHES CLOTHING, NAMELY JACKETS AND PANTS; BASEBALL, VOLLEYBALL, BASKETBALL, FOOTBALL, TRACK, AND WRESTLING UNIFORMS CONSISTING OF SHIRTS, PANTS AND SHORTS; JACKETS; BELTS; UNDERSHIRTS AND SOCKS; AND ACTIVE WEAR, NAMELY SHORTS, SHIRTS, PANTS AND JACKETS
First Used: OCT 15, 1990 (INTL. CL. 25)
In Commerce: OCT 15, 1990

Registrant:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Disclaimers:

"USA"

Other U.S. Registrations: 1,155,698; 1,155,699; 1,185,868; 1,185,869; 1509268 AND OTHERS

Filing Correspondent:

EDMUND J. SEASE
EDMUND J SEASE
ZARLEY MCKEE THOMTE VOORHEES & SEASE
801 GRAND AVE STE 3200
DES MOINES IA 50309

DE LONG

DE LONG

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: APR 16, 1979 Serial Number: 73-211,751
Published For Opposition: OCT 20, 1981
Registered: JAN 12, 1982 Registration Number: 1,185,868
Affidavit Section: 8-15 JUL 07, 1987

Goods/Services:

International Class 25: SPORTING AND ATHLETIC APPAREL, NAMELY, LETTER JACKETS, LEATHER COATS, WARM-UP SUITS, BASEBALL SHIRTS, BASEBALL PANTS, BASEBALL SHORTS, UNDERSHIRTS AND SOCKS, AND WARM-UP JACKETS
First Used: 1941 (INTL. CL. 25)
In Commerce: 1941

Registrant:

DELONG SPORTSWEAR, INC., GRINNELL, IOWA

Claims:

SEC. 2(F).



DE LONG

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: APR 16, 1979 Serial Number: 73-211,752
Published For Opposition: MAR 03, 1981
Registered: MAY 26, 1981 Registration Number: 1,155,698
Affidavit Section: 8-15 SEP 17, 1986

Goods/Services:

International Class 25: SPORTING AND ATHLETIC APPAREL, NAMELY, LETTER JACKETS, LEATHER COATS, WARM-UP SUITS, BASEBALL SHIRTS, BASEBALL PANTS, BASEBALL SHORTS, UNDERSHIRTS AND SOCKS, AND WARM-UP JACKETS
First Used: OCT 1978 (INTL. CL. 25)
In Commerce: OCT 1978

Registrant:

DELONG SPORTSWEAR, INC., GRINNELL, IOWA



DE LONG

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: APR 16, 1979 Serial Number: 73-211,754
Published For Opposition: MAR 03, 1981
Registered: MAY 26, 1981 Registration Number: 1,155,699
Affidavit Section: 8-15 SEP 11, 1986

Goods/Services:

International Class 25: SPORTING AND ATHLETIC APPAREL, NAMELY, LETTER JACKETS, LEATHER COATS, WARM-UP SUITS, BASEBALL SHIRTS, BASEBALL PANTS, BASEBALL SHORTS, UNDERSHIRTS AND SOCKS, AND WARM-UP JACKETS
First Used: OCT 1968 (INTL. CL. 25)
In Commerce: OCT 1968

Registrant:

DELONG SPORTSWEAR, INC., GRINNELL, IOWA

Design Phrase:

OUTLINE OF AN ANIMAL WITHIN A SIGN HANGING ON A HORIZONTAL POST

Ref: 7



DELONG D

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: APR 16, 1979 Serial Number: 73-211,753
Published For Opposition: OCT 20, 1981
Registered: JAN 12, 1982 Registration Number: 1,185,869
Affidavit Section: 8-15 JUL 07, 1987

Goods/Services:

International Class 25: SPORTING AND ATHLETIC APPAREL, NAMELY, LETTER JACKETS, LEATHER COATS, WARM-UP SUITS, BASEBALL SHIRTS, BASEBALL PANTS, BASEBALL SHORTS, UNDERSHIRTS AND SOCKS, AND WARM-UP JACKETS
First Used: OCT 1968 (INTL. CL. 25)
In Commerce: OCT 1968

Registrant:

DELONG SPORTSWEAR, INC., GRINNELL, IOWA

Claims:

THE STIPLING DOES NOT REPRESENT COLOR BUT IS FOR SHADING PURPOSES ONLY.



DeLONG
USA

DELONG USA

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: DEC 03, 1990 Serial Number: 74-120,098
Published For Opposition: JUL 02, 1991
Registered: SEP 24, 1991 Registration Number: 1.658.286
Affidavit Section: 8-15 MAR 13, 1997 MAR 13, 1997

Goods/Services:

International Class 25: SPORTING AND ATHLETIC APPAREL; NAMELY, LETTER JACKETS; LEATHER JACKETS; WARM-UP SUITS; WARM-UP JACKETS; COACHES CLOTHING; NAMELY, JACKETS AND PANTS; BASEBALL, VOLLEYBALL, BASKETBALL, FOOTBALL, TRACK, AND WRESTLING UNIFORMS CONSISTING OF SHIRTS, PANTS AND SHORTS; JACKETS; BELTS; UNDERSHIRTS AND SOCKS; AND ACTIVE WEAR; NAMELY, SHORTS, SHIRTS, PANTS AND JACKETS
First Used: OCT 15, 1990 (INTL. CL. 25)
In Commerce: OCT 15, 1990

Registrant:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Disclaimers:

"USA"

Filing Correspondent:

EDMUND J. SEASE
EDMUND J SEASE
ZARLEY MCKEE THOMTE VOORHEES & SEASE
801 GRAND AVE STE 3200
DES MOINES IA 50309

Ref: 9

RUGBY



Status: REGISTERED

Chronology:

Filed: FEB 23, 1994 Serial Number: 74-493,688
Published For Opposition: NOV 29, 1994
Registered: FEB 21, 1995 Registration Number: 1.879.859

Goods/Services:

International Class 25: SPORTSWEAR, NAMELY JERSEYS, POLO SHIRTS, FLEECE SWEATPANTS, FLEECE SWEATSHIRTS, T-SHIRTS, CAPS AND OUTERWEAR, NAMELY JACKETS, COATS, AND SWEATSHIRTS

First Used: JAN 27, 1994 (INTL. CL. 25)

In Commerce: JAN 27, 1994

Registrant:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Disclaimers:

"RUGBY"

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE - SUITE 3200
DES MOINES, IA 50309-2721

Ref: 10

SUNCRUSHER

SUNCRUSHER

Status: REGISTERED

Chronology:

Filed: JUL 17, 1992

Serial Number: 74-294,976

Published For Opposition: JAN 19, 1993

Registered: APR 13, 1993

Registration Number: 1,764,613

Goods/Services:

International Class 25: SUN HATS

First Used: AUG 08, 1988 (INTL. CL. 25)

In Commerce: AUG 08, 1988

Registrant:

PROGROUP, INC.
TENNESSEE CORPORATION
6201 MOUNTAIN VIEW ROAD
OOLTEWAH, TENNESSEE, 373630796

Assignor: PROGROUP, INC.

Brief: ASSIGNMENT OF A PART OF ASSIGNOR INTEREST

Recorded: MAY 22, 1995

Reel/Frame: 1358/0521

Assignee: DELONG SPORTSWEAR, INC.

IOWA CORPORATION

BOX 189

GRINNELL, IOWA, 50112

Filing Correspondent:

RICHARD H. EVANS
WOOD, HERRON & EVANS
2700 CAREW TOWER
CINCINNATI, OH 45202

**THE FINE ART OF
LOOKING GOOD**

THE FINE ART OF LOOKING GOOD

Status: REGISTERED
SU - REGISTRATION REVIEW COMPLETE

Chronology:

Filed: NOV 20, 1992 Serial Number: 74-332,980
Published For Opposition: APR 06, 1993
Registered: DEC 07, 1993 Registration Number: 1,810,107

Goods/Services:

International Class 25: HEADWEAR, CAPS AND VISORS, AND CLOTHING;
NAMELY, JACKETS, RAINCOATS, SHIRTS, SWEATSHIRTS, SWEATPANTS,
SHORTS AND SLACKS
First Used: 1966 (INTL. CL. 25)
In Commerce: 1966

Registrant:

PROGROUP, INC.
TENNESSEE CORPORATION
6201 MOUNTAIN VIEW ROAD
OOLTEWAH, TENNESSEE, 373600796

Assignor:

PROGROUP, INC.
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
Recorded: MAY 22, 1995
Reel/Frame: 1358/0728

Assignee:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

DOUGLAS T. JOHNSON
MILLER & MARTIN
SUITE 1000, VOLUNTEER BUILDING
832 GEORGIA AVENUE
CHATTANOOGA, TN 37402-2289

WESTERN SAMOA

WESTERN SAMOA

Status: REGISTERED

Chronology:

Filed: NOV 23, 1993 Serial Number: 74-462,439
Published For Opposition: JUL 11, 1995
Registered: OCT 03, 1995 Registration Number: 1,923,746

Goods/Services:

International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS,
T-SHIRTS AND WARM-UP JACKETS
First Used: JUN 18, 1993 (INTL. CL. 25)
In Commerce: JUN 18, 1993

Registrant:

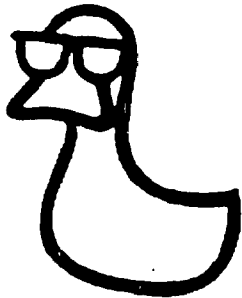
DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

Ref: 13

**** DESIGN ONLY ****



Status:

REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: SEP 29, 1982 Serial Number: 73-392,720
Published For Opposition: SEP 20, 1983
Registered: DEC 13, 1983 Registration Number: 1,261,017
Affidavit Section: 8-15 JUN 30, 1989

Goods/Services:

International Class 25: CLOTHING-NAMELY, JACKETS, RAINSUITS,
SHIRTS AND SWEATERS
First Used: MAR 1977 (INTL. CL. 25)
In Commerce: MAR 1977

Registrant:

PROGROUP, INC., CHATTANOOGA, TENN.

Assignor:

PROGROUP, INC.
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
Recorded: MAY 22, 1995
Reel/Frame: 1358/0714

Assignee:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Design Phrase:

STYLIZED DUCK WEARING GLASSES



TEAMWORKS

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: AUG 05, 1983 **Serial Number:** 73-437,961
Published For Opposition: OCT 08, 1985
Registered: DEC 17, 1985 **Registration Number:** 1,375,864
Affidavit Section: 8-15 SEP 03, 1991

Goods/Services:

International Class 18: SPORTSWEAR, NAMELY, CAPS, SHIRTS,
ATHLETIC UNIFORMS AND SHORTS
First Used: MAY 17, 1983 (INTL. CL. 18)
In Commerce: MAY 17, 1983

Registrant:

DE LONG SPORTSWEAR
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Other U.S. Registrations: 1,205,557

Filing Correspondent:

EDMUND J. SEASE
SUITE 3200
801 GRAND
DES MOINES, IA 50309-2721

TEAMWORKS

TEAMWORKS

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: AUG 05, 1983 **Serial Number:** 73-437,969
Published For Opposition: OCT 29, 1985
Registered: JAN 21, 1986 **Registration Number:** 1,379,228
Affidavit Section: 8-15 AUG 29, 1991 AUG 29, 1991

Goods/Services:

International Class 25: SPORTSWEAR, NAMELY, CAPS, SHIRTS,
ATHLETIC UNIFORMS, AND SHORTS
First Used: MAY 17, 1983 (INTL. CL. 25)
In Commerce: MAY 17, 1983

Registrant:

DE LONG SPORTSWEAR
IOWA CORPORATION

BOX 189
GRINNELL, IOWA, 50112

Other U.S. Registrations: 1,203,557

Filing Correspondent:

DONALD H. ZARLEY
DONALD H. ZARLEY & EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, ET AL.
2400 RUAN CENTER
801 GRAND-SUITE 3200
DES MOINES, IA 50309

Ref: 16

COLOR-YOUR-OWN

COLOR-YOUR-OWN

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: MAY 16, 1983 **Serial Number:** 73-426,015
Published For Opposition: MAR 20, 1984
Registered: JUN 12, 1984 **Registration Number:** 1,281,884
Affidavit Section: 8-15

Goods/Services:

International Class 37: MANUFACTURE OF ATHLETIC UNIFORMS TO THE
ORDER AND SPECIFICATION OF OTHERS
First Used: FEB 08, 1983 (INTL. CL. 37)
In Commerce: FEB 08, 1983

Registrant:

DELONG SPORTSWEAR
IOWA CORPORATION
P.O. BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
2400 RUAN CENTER
DES MOINES, IA 50309

Ref: 17



SPANJIAN

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: SEP 29, 1982 **Serial Number:** 73-393,954
Published For Opposition: OCT 18, 1983
Registered: JAN 10, 1984 **Registration Number:** 1,263,697

Affidavit Section: 8-15 OCT 30, 1991

Goods/Services:

International Class 25: ARTICLES OF ATHLETIC CLOTHING-NAMELY, BASEBALL, FOOTBALL, BASKETBALL, SOCCER, WRESTLING, TRACK, GYMNASTIC AND COACHES' UNIFORMS, AND SPORTSWEAR-NAMELY, TENNIS SHIRTS, GOLF SHIRTS AND PARKAS
First Used: OCT 01, 1972 (INTL. CL. 25)
In Commerce: OCT 25, 1972

Registrant:

SPANJIAN SPORTSWEAR, INC.
CALIFORNIA CORPORATION
1050 LOS VALLECTOS
SAN MARCOS, CALIFORNIA, 92069

New Registered Owner:

DELONG SPORTSWEAR
IOWA CORPORATION
733 BROAD ST.
GRINNELL, IOWA, 90112

Assignor: SPANJIAN SPORTSWEAR

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
Recorded: JUL 15, 1985
Acknowledged: JUL 05, 1985
Reel/Frame: 0500/0916

Assignee: DELONG SPORTSWEAR

IOWA CORPORATION
733 BROAD ST.
GRINNELL, IOWA, 90112

Filing Correspondent:

CHARLES H. SCHWARTZ
ROSTON & SCHWARTZ
SUITE 1430 MUTUAL BENEFIT LIFE PLAZA
5900 WILSHIRE BLVD.
LOS ANGELES, CA 90036-5154

Ref: 18

ANY WEAR

ANY WEAR

Status: REGISTERED
SECTION 8 & 15 - ACCEPTED AND ACKNOWLEDGED

Chronology:

Filed: MAR 16, 1981 Serial Number: 73-301.222
Published For Opposition: SEP 27, 1983
Registered: DEC 20, 1983 Registration Number: 1,261,774
Affidavit Section: 8-15 APR 02, 1990

Goods/Services:

International Class 25: SPORTSWEAR-NAMELY, TEE SHIRTS, JERSEYS, SWEATERS, SHORTS AND JACKETS

First Used: NOV 19, 1980 (INTL. CL. 25)

In Commerce: NOV 19, 1980

Registrant:

SPANJIAN SPORTSWEAR, SAN MARCOS, CALIF.

Assignor: SPANJIAN SPORTSWEAR

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

Recorded: JUL 15, 1985

Acknowledged: JUL 05, 1985

Reel/Frame: 0500/0916

Assignee: DELONG SPORTSWEAR

IOWA CORPORATION

733 BROAD ST.

GRINNELL, IOWA, 90112

Claims:

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE THE WORD "WEAR", APART FROM THE MARK AS SHOWN.

Ref: 19

DUCKSTER

DUCKSTER

Status: PUBLISHED

PUBLISHED FOR OPPOSITION

Chronology:

Filed: JAN 06, 1995

Serial Number: 74-619,815

Published For Opposition: MAY 20, 1997

Goods/Services:

International Class 25: NON-PROTECTIVE HEADWEAR, NAMELY, HATS, CAPS AND VISORS; AND CLOTHING, NAMELY JACKETS, RAINSUITS, SHIRTS, AND SWEATSHIRTS

First Used: MAR 1977 (INTL. CL. 25)

In Commerce: MAR 1977

Applicant:

PROGROUP, INC.

TENNESSEE CORPORATION

6201 MOUNTAIN VIEW ROAD

OOLTEWAH, TENNESSEE, 37363

Assignor: PROGROUP, INC.

Brief: ASSIGNMENT OF A PART OF ASSIGNOR INTEREST

Recorded: MAY 22, 1995

Reel/Frame: 1358/0718

Assignee: DELONG SPORTSWEAR

IOWA CORPORATION

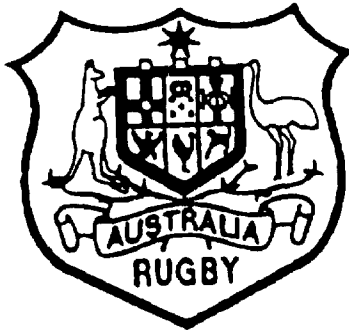
BOX 189

GRINNELL, IOWA, 50112

Filing Correspondent:

HEIDI SEASE NEBEL
 ZARLEY MCKEE THOMTE VOORHEES & SEASE
 801 GRAND AVE STE 3200
 DES MOINES IA 50309

Ref: 20



AUSTRALIA RUGBY

Status: CANCELLED Cancellation Section: 18

Chronology:

Filed: NOV 23, 1993 Serial Number: 74-462,448
 Published For Opposition: JUL 25, 1995
 Opposition/Cancellation Filed: OCT 24, 1996
 Registered: OCT 17, 1995 Registration Number: 1,927,006
 Cancelled: MAY 06, 1997

Goods/Services:

International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS,
 T-SHIRTS AND WARM-UP JACKETS
 First Used: JUN 18, 1993 (INTL. CL. 25)
 In Commerce: JUN 18, 1993

Registrant:

DELONG SPORTSWEAR, INC.
 IOWA CORPORATION
 BOX 189
 GRINNELL, IOWA, 50112

Cancellation Action Number: 25593

Petitioner: COMMONWEALTH OF AUSTRALIA
 Opposing Mark: NO MARK CITED
 Outcome: TERMINATED MAR 11, 1997

Disclaimers:

"AUSTRALIA RUGBY"

Filing Correspondent:

EDMUND J. SEASE
 EDWARD J. SEASE
 ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
 801 GRAND AVENUE - SUITE 3200
 DES MOINES, IA 50309-2721

Ref: 21

TEAM WORK

TEAM WORK

Status: CANCELLED Cancellation Section: 8

Chronology:

Filed: JUL 10, 1981 Serial Number: 73-318,388
 Published For Opposition: MAY 25, 1982
 Registered: AUG 17, 1982 Registration Number: 1,205,557

Cancelled: MAY 16, 1989

Goods/Services:

International Class 25: DRESS AND SPORT SHIRTS OF WOVEN AND OF KNITTED MATERIALS, SWEATERS, BERMUDA SHORTS, JACKETS, VESTS, TROUSERS, CAPS, SWIMWEAR, PANTS AND SHIRT COMBINATIONS, AND HOSIERY FOR MEN, YOUNG MEN, BOYS, AND INFANTS

First Used: MAY 22, 1981 (INTL. CL. 25)

In Commerce: MAY 22, 1981

Registrant:

ROB ROY, INC., NEW YORK, N.Y.

Assignor:

ROB ROY, INC.
NEW YORK, NEW YORK
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
Recorded: MAY 03, 1985
Acknowledged: APR 10, 1985
Reel/Frame: 0494/0185

Assignee:

DE LONG SPORTSWEAR
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Assignor:

ROB ROY, INC. (DEBTOR-IN-POSSESSION)
NEW YORK, NEW YORK
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
Recorded: FEB 25, 1986
Acknowledged: FEB 11, 1986
Reel/Frame: 0518/0557

Assignee:

GARAN, INCORPORATED
350 FIFTH AVE.
NEW YORK CITY, NEW YORK, 10118

Ref: 22

AUSTRALIA RUGBY

AUSTRALIA RUGBY

Status:

ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: NOV 23, 1993 Serial Number: 74-462,447
Abandoned: JAN 11, 1996

Goods/Services:

International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS, T-SHIRTS AND WARM-UP JACKETS
First Used: JUN 18, 1993 (INTL. CL. 25)
In Commerce: JUN 18, 1993

Applicant:

DELONG SPORTSWEAR, INC.

IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

Ref: 23



BELIEVE IT

Status: ABANDONED
INTENT TO USE
ABANDONED-NO STATEMENT OF USE FILED

Chronology:

Filed: JAN 26, 1994 Serial Number: 74-483,544
Published For Opposition: JAN 17, 1995
Abandoned: OCT 12, 1995

Goods/Services:

International Class 25: SPORTS CLOTHING, NAMELY JACKETS, CAPS,
UNIFORMS AND SHIRTS

Applicant:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

GEORGE D. DICKOS
KIRKPATRICK & LOCKHART LLP
1500 OLIVER BUILDING
PITTSBURGH, PA 15222

Ref: 24

BELIEVE IT

BELIEVE IT

Status: ABANDONED
INTENT TO USE
ABANDONED-NO STATEMENT OF USE FILED

Chronology:

Filed: JAN 26, 1994 Serial Number: 74-483,545
Published For Opposition: OCT 11, 1994
Abandoned: JUL 04, 1995

Goods/Services:

International Class 25: SPORTS CLOTHING, NAMELY JACKETS, CAPS,
UNIFORMS AND SHIRTS

Applicant:
DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:
DONALD H. ZARLEY
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

Ref: 25



FIJI

Status: ABANDONED
ABANDONED-AFTER EX PARTE APPEAL

Chronology:
Filed: NOV 23, 1993 Serial Number: 74-462,445
Abandoned: AUG 01, 1996

Goods/Services:
International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS,
T-SHIRTS AND WARM-UP JACKETS
First Used: JUN 18, 1993 (INTL. CL. 25)
In Commerce: JUN 18, 1993

Applicant:
DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Disclaimers:
"FIJI"

Filing Correspondent:
EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

Ref: 26

FIJI

FIJI

Status: ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:
Filed: NOV 23, 1993 Serial Number: 74-462,446
Abandoned: SEP 15, 1995

Goods/Services:
International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS.

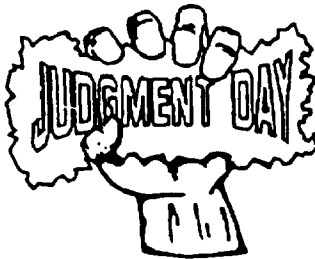
T-SHIRTS AND WARM-UP JACKETS
First Used: JUN 18, 1993 (INTL. CL. 25)
In Commerce: JUN 18, 1993

Applicant:
DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:
EDMUND J. SEASE
7ARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

Ref: 27

JUDGMENT DAY



Status: ABANDONED
INTENT TO USE
ABANDONED-NO STATEMENT OF USE FILED

Chronology:
Filed: FEB 14, 1994 Serial Number: 74-490,332
Published For Opposition: OCT 11, 1994
Abandoned: JUL 04, 1995

Goods/Services:
International Class 25: SPORTS CLOTHING, NAMELY JACKETS, CAPS,
UNIFORMS AND SHIRTS

Applicant:
DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:
EDMUND J. SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

Ref: 28

JUDGMENT DAY

JUDGMENT DAY

Status: ABANDONED
INTENT TO USE
ABANDONED-NO STATEMENT OF USE FILED

Chronology:
Filed: FEB 14, 1994 Serial Number: 74-490,334
Published For Opposition: OCT 11, 1994

Abandoned: JUL 04, 1995

Goods/Services:

International Class 25: SPORTS CLOTHING, NAMELY JACKETS, CAPS, UNIFORMS AND SHIRTS

Applicant:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EMUND J. SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

Ref: 29



NO MERCY

Status:

ABANDONED
INTENT TO USE
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: FEB 16, 1994 Serial Number: 74-491,357
Abandoned: MAR 03, 1995

Goods/Services:

International Class 25: SPORTS CLOTHING

Applicant:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

Ref: 30

RED AND BLACK
PATTERN FOR
WOOL GARMENTS

RED AND BLACK PATTERN FOR WOOL GARMENTS

Status:

ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: SEP 25, 1992 Serial Number: 74-317,141
Abandoned: OCT 30, 1993

Goods/Services:

International Class 25: OUTER WEAR WOOLEN CLOTHING; NAMELY,

JACKETS, SHIRTS AND PANTS
First Used: MAY 1984 (INTL. CL. 25,
In Commerce: MAY 1984

Applicant:

DELONG SPORTSWEAR, INC.
DBA MT. JEFFERSON WOOLENS
IOWA CORPORATION
P.O. BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
801 GRAND, SUITE 3200
DES MOINES, IA 50309-2721

Ref: 31

**RED AND BLACK
PATTERN FOR
WOOL GARMENTS
(DESIGN NO. 222-1/2)**

RED AND BLACK PATTERN FOR WOOL GARMENTS (DESIGN NO. 222-1/2)

Status: ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: SEP 25, 1992 Serial Number: 74-317,154
Abandoned: OCT 30, 1993

Goods/Services:

International Class 25: OUTER WEAR WOOLEN CLOTHING; NAMEI Y.
JACKETS, SHIRTS AND PANTS
First Used: MAR 1991 (INTL. CL. 25)
In Commerce: MAR 1991

Applicant:

DELONG SPORTSWEAR, INC.
DBA MT. JEFFERSON WOOLENS
IOWA CORPORATION
P.O. BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE - SUITE 3200
DES MOINES, IA 50309

Ref: 32

TONGA

TONGA

Status: ABANDONED
INTENT TO USE
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: NOV 23, 1993

Serial Number: 74-462,441

Abandoned: SEP 15, 1995

Goods/Services:

International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS, T-SHIRTS AND WARM-UP JACKETS

Applicant:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
POST OFFICE BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

Ref: 33



TONGA

TONGA

Status:

ABANDONED
INTENT TO USE
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: NOV 23, 1993

Serial Number: 74-462,442

Abandoned: SEP 15, 1995

Goods/Services:

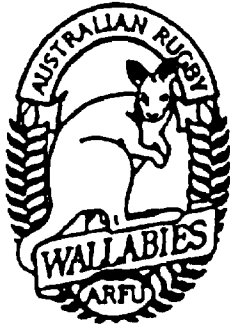
International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS, T-SHIRTS AND WARM-UP JACKETS

Applicant:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
POST OFFICE BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309



WALLABIES AUSTRALIAN RUGBY ARFU

Status: ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:
Filed: NOV 23, 1993 Serial Number: 74-462,443
Date Suspended: FEB 08, 1995
Abandoned: JUN 14, 1996

Goods/Services:
International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS,
T-SHIRTS AND WARM-UP JACKETS
First Used: JUN 21, 1993 (INTL. CL. 25)
In Commerce: JUN 21, 1993

Applicant:
DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Disclaimers:
"AUSTRALIAN RUGBY"

Filing Correspondent:
EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE, SUITE 3200
DES MOINES, IA 50309

WALLABIES

WALLABIES

Status: ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:
Filed: NOV 23, 1993 Serial Number: 74-462,444
Date Suspended: JAN 11, 1995
Abandoned: JUN 14, 1996

Goods/Services:
International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS,
T-SHIRTS AND WARM-UP JACKETS
First Used: JUN 21, 1993 (INTL. CL. 25)
In Commerce: JUN 21, 1993

Applicant:
DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189

GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
 ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
 801 GRAND AVENUE, SUITE 3200
 DES MOINES, IA 50309

Ref: 36



WESTERN SAMOA

Status: ABANDONED
 ABANDONED-FAILURE TO RESPOND

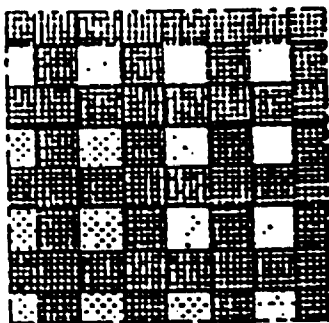
Chronology:
 Filed: NOV 23, 1993 Serial Number: 74-462,440
 Abandoned: OCT 15, 1996

Goods/Services:
 International Class 25: SPORTSWEAR; NAMELY, JERSEYS, CAPS,
 T-SHIRTS AND WARM-UP JACKETS
 First Used: JUN 18, 1993 (INTL. CL. 25)
 In Commerce: JUN 18, 1993

Applicant:
 DELONG SPORTSWEAR, INC.
 IOWA CORPORATION
 BOX 189
 GRINNELL, IOWA, 50112

Filing Correspondent:
 EDMUND J. SEASE
 ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
 801 GRAND AVENUE, SUITE 3200
 DES MOINES, IA 50309

Ref: 37



**** DESIGN ONLY ****

Status: ABANDONED
 ABANDONED-FAILURE TO RESPOND

Chronology:
 Filed: FEB 01, 1993 Serial Number: 74-354,336
 Abandoned: JAN 06, 1994

Goods/Services:
 International Class 25: OUTER WEAR WOOLEN CLOTHING; NAMELY,
 JACKETS, SHIRTS, PANTS, AND CAPS
 First Used: AUG 1993 (INTL. CL. 25)
 In Commerce: AUG 1993

Applicant:
 DELONG SPORTSWEAR, INC.

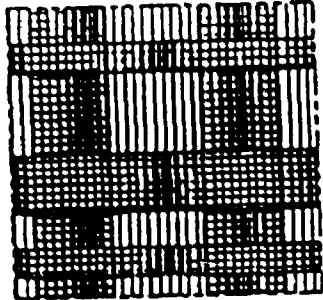
DBA MT. JEFFERSON WOOLENS
IOWA CORPORATION
P.O. BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE - SUITE 3200
DES MOINES, IA 50309

Ref: 38

**** DESIGN ONLY ****



Status: ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: FEB 01, 1993 Serial Number: 74-354,498
Abandoned: JAN 04, 1994

Goods/Services:

International Class 25: OUTER WEAR WOOLEN CLOTHING; NAMELY,
JACKETS, SHIRTS, PANTS AND CAPS
First Used: OCT 1972 (INTL. CL. 25)
In Commerce: OCT 1972

Applicant:

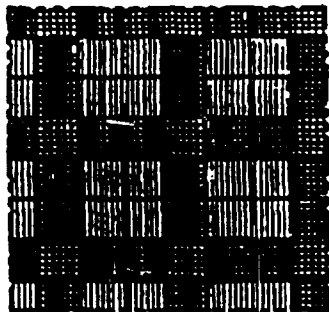
DELONG SPORTSWEAR, INC.
DBA JEFFERSON WOOLENS
IOWA CORPORATION
P.O. BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE - SUITE 3200
DES MOINES, IA 50309

Ref: 39

**** DESIGN ONLY ****



Status: ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: FEB 01, 1993 Serial Number: 74-354,587
Abandoned: JAN 10, 1994

Goods/Services:

International Class 25: OUTER WEAR WOOLEN CLOTHING; NAMELY,
JACKETS, SHIRTS AND PANTS
First Used: MAY 1984 (INTL. CL. 25)

In Commerce: MAY 1984

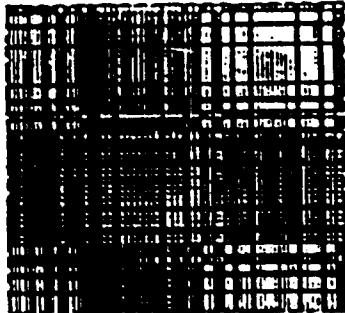
Applicant:

DELONG SPORTSWEAR, INC.
DBA MT. JEFFERSON WOOLENS
IOWA CORPORATION
P.O. BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

DONALD H. ZARLEY
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND, SUITE 3200
DES MOINES, IA 50309-2721

Ref: 40



** DESIGN ONLY **

Status: ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: FEB 01, 1993 Serial Number: 74-366,456
Abandoned: FEB 28, 1994

Goods/Services:

International Class 25: OUTER WEAR WOOLEN CLOTHING; NAMEI Y,
JACKETS, SHIRTS AND PANTS
First Used: MAR 1991 (INTL. CL. 25)
In Commerce: MAR 1991

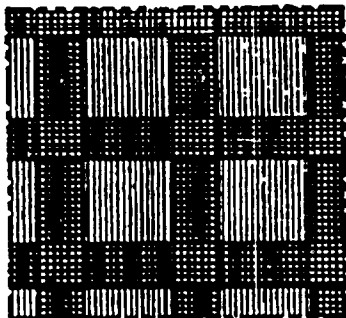
Applicant:

DELONG SPORTSWEAR, INC.
DBA MT. JEFFERSON WOOLENS
IOWA CORPORATION
P.O. BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE - SUITE 3200
DES MOINES, IA 50309

Ref: 41



** DESIGN ONLY **

Status: ABANDONED
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: FEB 01, 1993 Serial Number: 74-366,457
Abandoned: FEB 28, 1994

Search: 33472511

Analyst: CHRISTINE WILSON
A-24

USPTO Page: 29

TRADEMARK
REEL: 002178 FRAME: 0162

TRADEMARK
REEL: 002417 FRAME: 0075

Goods/Services:

International Class 25: OUTER WEAR WOOLEN CLOTHING; NAMELY, JACKETS, SHIRTS, PANTS AND CAPS
First Used: OCT 1972 (INTL. CL. 25)
In Commerce: OCT 1972

Applicant:

DELONG SPORTSWEAR, INC.
DBA MT. JEFFERSON WOOLENS
IOWA CORPORATION
P.O. BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND, SUITE 3200
DES MOINES, IA 50309-2721

Ref: 42

NO MERCY

NO MERCY

Status: ABANDONED
INTENT TO USE
ABANDONED-FAILURE TO RESPOND

Chronology:

Filed: FEB 16, 1994 Serial Number: 74-491,358
Abandoned: MAR 03, 1995

Goods/Services:

International Class 29: SPORTS CLOTHING

Applicant:

DELONG SPORTSWEAR, INC.
IOWA CORPORATION
BOX 189
GRINNELL, IOWA, 50112

Filing Correspondent:

EDMUND J. SEASE
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE,
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DES MOINES, IA 50309