

01-25-2002



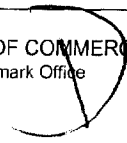
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# CORDATION FORM COVER SHEET TRADEMARKS ONLY



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Atty Docket No.



To the Assistant Commissioner

01-22-2002

to record the attached original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rpt Dt. #58

1. Name of conveying party(ies)

Currie-Bonner, Inc.

*1/22/02*

Name and address of receiving party(ies)

Name: **AADCO Investments, Inc.**

Internal Address:

Street Address: **1816 Briarwood Industrial Court**

City: **Atlanta**

State: **GA** Zip: **30329**

- Individuals(s)
- General Partnership
- Corporation-State - Georgia
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached  Yes  No

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Additional names(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Transfer Agreement
- Merger
- Change of Name

Execution Date: November 24, 1997

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,675,198 -- CURRIE-BONNER

Additional numbers attached?  Yes  No

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

Name: William H. Brewster

Internal Address: Kilpatrick Stockton LLP

Street Address: 1100 Peachtree Street, Suite 2800

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

01/25/2002 LWELLER 00000010 1675198

01 FC1481 40.00 DP

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.

Sharan B. Flexner

Name of Person Signing

Sharan B. Flexner  
Signature

1-15-02  
Date

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

*Sh*

STATE OF GEORGIA

COUNTY OF FULTON

ASSET TRANSFER AGREEMENT

This Agreement, made and entered into this 24<sup>th</sup> day of November, 1997, by and between Currie-Bonner, Inc., a Georgia corporation ("Seller") and AADCO Investments, Inc., a Florida Corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller this day has transferred, sold and assigned to Buyer certain assets, and Seller and Buyer intend for this document to reflect and to memorialize such transaction and their agreements relating thereto;

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Purchase and Sale of Assets. Seller hereby sells, transfers, conveys, assigns and sets over unto Buyer and Buyer hereby purchases and accepts from Seller the assets of Seller described on Exhibit A attached hereto and made a part hereof (collectively, the "Assets"). After the date hereof, Seller shall take such steps and execute and deliver such additional documents, if any, as may be reasonably necessary to more further effectuate the transfer and delivery of good title to the Assets from Seller to Buyer (including corporate name change documents as may be necessary to allow Buyer to use the "Currie Bonner" name as a part of Buyer's corporate name).

2. Good Title. The Assets are sold and transferred to Buyer free and clear of all liens, encumbrances and claims of creditors.

3. Purchase Price. The purchase price for the Assets is \$10,000.00, the payment and receipt of \$5,000.00 of which is hereby acknowledged by the parties; the remaining \$5,000.00 shall be paid to Seller no later than December 15, 1997.

4. Excluded Assets. The Assets shall consist of only those items set forth on Exhibit A. Therefore, the Assets shall not include any of Seller's accounts receivable, bank deposits, work in process for retail sales, "office" assets such as computers and similar office and administrative equipment or any other of Seller's assets not set forth on Exhibit A.

EXHIBIT A

ASSETS

CB  
except for Currie-Bonner, Inc.  
S

The name "Currie-Bonner" and all similar and derivative names

All benefits, rights and privileges pursuant to that certain Lease Agreement for the space known as 2989 N. Fulton Dr. Suite 104, Atlanta, GA 30305 shall be assigned to Buyer by Seller and all obligations thereunder shall be assumed by Buyer as of January 1, 1998.

All of the furniture, fixtures and equipment directly relating to the production of dresses at the above-referenced location, and all current and non-discontinued fabrics and patterns located at the above-referenced location (the Assets shall not include work in process for retail sales, except for those listed below, nor shall it include office equipment).

Work in process for wholesale sales.

Samples

The following work in process for retail sales is specifically included as part of the Assets:

CB  
MS  
AS

- Leigh Ridley
- Loy Stone
- Mandy Faletti
- Joy Chastain
- Laura Bitchelor

5. Indemnity. Buyer shall indemnify and hold Seller harmless against any and all claims relating to use of the Assets on or subsequent to the date hereof, and Seller shall indemnify and hold Buyer harmless from any claims relating to use of the Assets prior to the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SELLER:

CURRIE-BONNER, INC.

By: Myra M. Harris Secretary Currie Bonner

BUYER: AACO Investments Inc

By: A. Harris