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JAN 29 2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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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): 1-29-02
Full Line Distributors, Inc.

- Individual(s)
- General Partnership
- Corporation-State - **Georgia**
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 01/10/02

2. Name and address of receiving party(ies)

Name: **L.A. T. Sportswear, LLC**

Internal Address: _____
Address: _____

Street Address: **1200 Airport Road**

City: **Ballground** State: **GA** Zip: **30107**

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

Other **Georgia Limited Liability Company**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) **2,319,136;**

1,705,105; 1,705,104; and 1,318,241

Additional number(s) attached Yes No

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

Name: **Robert H. G. Lockwood**

Internal Address: **Smith, Gambrell & Russell, LLP**

Suite 3100, Promenade II

Street Address: **1230 Peachtree St., N.E.**

City: **Atlanta** State: **GA** Zip: **30309-3592**

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ **115.00**

- Enclosed
- Authorized to be charged to deposit account

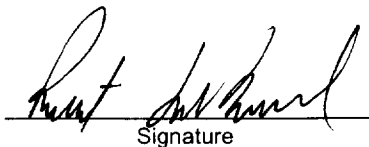
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Robert H. G. Lockwood

Name of Person Signing


Signature

1/16/02
Date

Total number of pages including cover sheet, attachments, and document: 5

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

02/15/2002 AMMED1 00000200 2319136

01 FC:481
02 FC:482

40.00 OP
75.00 OP

TRADEMARK
REEL: 002444 FRAME: 0394

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 10th day of JANUARY, 2002, ("Effective Date"), by and between Full Line Distributors, Inc., a corporation organized under the laws of Georgia, with its principal office at 45555 Port Street, Plymouth, Michigan 48170 ("Assignor"), and L.A. T. Sportswear, LLC, a limited liability company organized under the laws of Georgia, with its principal office at 1200 Airport Road, Ball Ground, Georgia 30107 ("Assignee").

WHEREAS, Assignor, Assignee and IEM, LLC, a Georgia limited liability company, have entered into that Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed, inter alia, to assign to Assignee certain assets relating to the intellectual property of Assignor's sportswear manufacturing business, including, without limitation: (a) those United States trademark registrations identified and set forth on Schedule A (the foregoing referred to herein as the "Marks"); and (b) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in

effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment

to be signed and executed by the undersigned officers thereunto duly authorized this 10th day of January, 2002.

ASSIGNOR

ASSIGNEE

By: Vincent Tyra

By: Isador Mitzner

Name: VINCENT TYRA

Name: ISADOR MITZNER

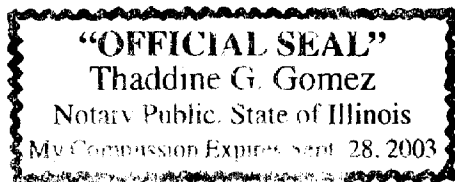
Title: CEO

Title: SOLE MANAGER

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

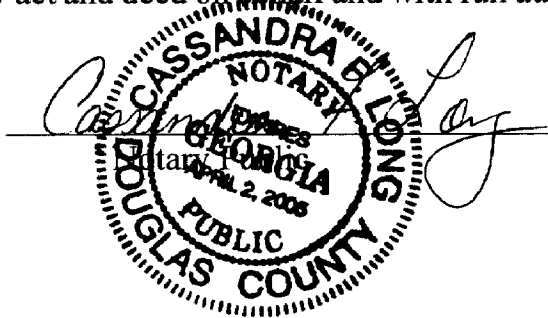
On this 10th day of January 2002, there appeared before me Vincent Tyra, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Full Line Distributors, Inc. (Assignor)

Thaddine G. Gomez
Notary Public



STATE OF Georgia)
) ss.:
COUNTY OF Fulton)

On this 10th day of January, 2002, there appeared before me Isador Mitzner, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of L.A.T Sportswear, LLC



SCHEDULE A

U.S. Trademarks

| Mark | Reg. No. | Reg. Date |
|----------------------------|-----------------|------------------|
| L.A. T SPORTSWEAR & DESIGN | 2,319,136 | 2/15/2000 |
| L.A. T SPORTSWEAR & DESIGN | 1,705,105 | 8/4/1992 |
| L.A. T FOR KIDS & DESIGN | 1,705,104 | 8/4/1992 |
| RABBIT SKINS & DESIGN | 1,318,241 | 2/5/1985 |