02-27-2002

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

R TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-11-02

Wells Fargo Business Credit, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Minnesota
☐ Other

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

2. Name and address of receiving party(ies)

Name: Next, Inc.

Internal Address:

Street Address: 6430 Cobble Lane

City: Harrison State: TN Zip: 37341

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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

Execution Date: January 16, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,292,052
1,855,814

Additional number(s) attached ☐ Yes ☒ No

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

Name: Stephen J. Stark

Internal Address: Suite 1000 Volunteer Bldg.

Street Address: 832 Georgia Avenue

City: Chattanooga State: TN Zip: 37402-2289

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....$ 65.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number

13-3403

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9. Signature.

Stephen J. Stark
Name of Person Signing

Signature

1/25/02
Date

Total number of pages including cover sheet, attachments, and document: 4

02/26/2002 DBYRNE 00000043 2292052
01 FC:481 40.00 OP
02 FC:482 25.00 OP

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

TRADEMARK CONVEYANCE

WHEREAS, WELLS FARGO BUSINESS CREDIT, INC. (formerly known as Norwest Business Credit, Inc.), a corporation of the State of Minnesota having a place of business at 100 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Conveyor"), has the right pursuant to Section 409.610 of the Wisconsin statutes to convey the entire right, title and interest in and to the trademarks listed on attached **Schedule A** (hereinafter the "Trademarks") together with the goodwill of the business symbolized thereby by virtue of the following agreement and events:

A certain Credit and Security Agreement dated December 29, 1995 (the "Agreement"), between Midwest Embroidery, Inc. (now known as Cadre Athletic, Inc.) ("Borrower") and Conveyor, in which Borrower granted Conveyor a security interest in all Borrower's General Intangibles (as that term is defined in the Agreement) including U. S. Trademark Registration No. 2,292,052 for the mark "Cadre Athletic";

Recordation of Conveyor's first priority security interest in various assets of Borrower, including all Borrower's General Intangibles, in accordance with the Uniform Commercial Code;

The occurrence of various defaults pursuant to the Agreement, notice of which was given by Conveyor to Borrower and Borrower's failure to comply with Conveyor's demand, made as of December 20, 2000, for payment in full of Borrower's obligations to Conveyor on or prior to March 20, 2001;

WHEREAS, Next, Inc., a corporation of the State of Delaware having its principal place of business at 6430 Cobble Lane, Harrison, TN 37341("Recipient"), desires to acquire Conveyor's entire right, title and interest in and to the Trademarks worldwide, together with the goodwill of the business symbolized thereby;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment of Recipient to Conveyor of Two Thousand Dollars ($2,000.00) plus attorney costs and other good and valuable consideration, Conveyor hereby sells, assigns and transfers to Recipient the complete right, title and interest in and to said Trademarks that it is entitled to covey, together with the goodwill associated therewith.

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IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 16th day of January, 2002.

WELLS FARGO BUSINESS CREDIT, INC.

By: John P. Kloss
Name: John P. Kloss
Title: Vice President

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Schedule A

TRADEMARK/TRADE NAME	REGISTRATION NO./OTHER RIGHTS
Cadre	Common Law Rights
Cadre Athletic	U. S. Reg. No. 2,292,052 and Common Law Rights
Cadre Athletic, Inc.	Common Law Rights
Midwest (Design Plus Words)	U. S. Reg. No. 1,855,814 and Common Law Rights
Midwest Embroidery	Common Law Rights
Midwest Embroidery, Inc.	Common Law Rights