

Form PTO-1594
(Rev. 03/01)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
California Shirt Sales, Inc.

- Individual(s)
- General Partnership
- Corporation-State Virginia
- 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: May 22, 2000

2. Name and address of receiving party(ies)

Name: TSC Acquisition, LLC
Internal
Address: 2208 Central Trust Tower
Street Address: One West Fourth Street
City: Cincinnati State: OH Zip: 45202

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Ohio 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) 1968557

Additional number(s) attached Yes No

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

Name: Karen L. Lynd
Internal Address: _____
Greenebaum Doll & McDonald PLLC
3300 National City Tower
Street Address: 101 South Fifth Street
City: Louisville State: KY Zip: 40202

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:

50-0976

DO NOT USE THIS SPACE

9. Signature.

Karen L. Lynd
Name of Person Signing

Karen L. Lynd
Signature

May 24, 2002
Date

Total number of pages including cover sheet, attachments, and document: 6

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

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale") dated May 22, 2000 is by **TULTEX CORPORATION**, a Virginia corporation ("Tultex"), **CALIFORNIA SHIRT SALES, INC.**, a Virginia corporation ("CSS"), and **TULTEX/T-SHIRT CITY, INC.**, a Virginia corporation ("TSC"), (Tultex, CSS and TSC collectively, "Seller") in favor of **TSC ACQUISITION, LLC**, an Ohio limited liability company ("Purchaser").

RECITALS:

A. Purchaser and Seller entered into an Asset Purchase Agreement dated as of April 25, 2000 which is incorporated by reference (the "Purchase Agreement"), whereby Seller agreed to sell, transfer, convey, assign and deliver to Purchaser all of Seller's right, title and interest under, in and to certain of its assets, properties and goodwill.

B. Sellers and the United States Bankruptcy Court for the Western District of Virginia have authorized and approved the Purchase Agreement and the transfer of the Purchased Assets to Purchaser pursuant thereto. In order that Purchaser shall be in possession of an instrument vesting title in it to the Purchased Assets, Seller desires to execute and deliver this Bill of Sale.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS; CONSTRUCTION. Capitalized terms not expressly defined in this Bill of Sale shall have the meaning ascribed to them in the Purchase Agreement. In the event of any conflict between any provisions of this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

2. TRANSFER OF ASSETS. Seller hereby sells, transfers, conveys, assigns and delivers unto Purchaser, its successors and assigns, all of Seller's right, title and interest under, in and to the Purchased Assets both tangible and intangible, wherever situated, as follows:

(a) all Inventory of the Subsidiaries other than embroidery and screen printing supplies and related items, including items in Transit whether or not title has passed to the Subsidiaries;

(b) the furniture, fixtures, machinery, equipment and vehicles owned by the Subsidiaries or the Seller and located at the facilities located in Cincinnati, Ohio, Boston, Massachusetts, Charlotte, North Carolina and Fullerton, California set forth on Exhibit A or the proceeds of the sale thereof;

(c) the warehouse equipment owned by the Subsidiaries or the Seller and located at facilities operated by the Subsidiaries other than those facilities identified in Section 2(b), set forth on Exhibit A or the proceeds of the sale thereof;

(d) the rights of the Subsidiaries under the executory contracts and leases described on Exhibit B;

(e) the rights of the Subsidiaries in the open purchase orders identified on Exhibit C, to the extent that the items to be purchased thereunder are not in Transit, including the substitution of Purchaser on all bills of lading (as consignee), invoices and other documents relating to such purchase orders;

(f) all intangible assets used by the Subsidiaries or Tultex, or acquired for use, in the operation of the Business of the Subsidiaries, including:

(1) all rights to the trademarks and names of "T-Shirt City," "California Shirt Sales," "Tultex" and "Channel Mark,"

(2) all customer files, lists and materials,

(3) all telephone numbers and listings,

(4) all Internet domain names and website development,

(5) all material related to catalogs,

(6) Cincinnati Reds seasons ticket,

(7) all assignable software licenses and maintenance support agreements,

(8) goodwill; and

(g) all records and files related to the Purchased Assets.

TO HAVE AND TO HOLD the Purchased Assets, unto Purchaser, its successors and assigns, and for its and their own use, forever.

3. ATTORNEY-IN-FACT. Seller hereby constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorney-in-fact of Seller, with full power of substitution, to demand and receive from time to time any and all Purchased Assets hereby conveyed, transferred, assigned and delivered or intended so to be; to give receipts, releases and acquitances for or in respect of the same or any part thereof, to institute and prosecute in the name of Seller or otherwise, but at the expense of and for the benefit of Purchaser, and all proceedings which Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Purchased Assets; to defend and compromise any and all actions, suits or proceedings in respect of any of the Purchased Assets; to do, execute and deliver, or cause to be done, executed and delivered, all acts and documents which may be appropriate, in the discretion of Purchaser to collect all credits and benefits which constitute part of the Purchased Assets; and to file all instruments and documents and do all acts and things in relation to any of the foregoing as the Purchaser may deem advisable. Seller

hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it in any manner and for any reason.

4. FURTHER ASSURANCES. Seller hereby covenants and agrees that it will from time to time, at the request of Purchaser and without further consideration:

(a) take such additional actions and duly execute and deliver to Purchaser, its successors or assigns, such additional instruments and documents, as may be reasonably required in order to better assign, transfer, vest title or reduce to possession any of the Assets in or to Purchaser, its successors and assigns; and

(b) warrant and defend the title and sale of the Purchased Assets hereby transferred unto Purchaser against all and every Person whatsoever.

4.1 Incorporation of Purchase Agreement. Reference is made to the Purchase Agreement for additional terms, including the exclusion of certain assets and the warranties, if any, given herewith.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

TULTEX CORPORATION

By: Clifford Campbell
Clifford Campbell, Treasurer
("Tultex")

CALIFORNIA SHIRT SALES, INC.

By: Clifford Campbell
Title: TREASURER
("CSS")

TULTEX/T-SHIRT CITY, INC.

By: Clifford Campbell
Title: TREASURER
("TSC")

TSC ACQUISITION, LLC

By: [Signature]
Title: [Signature]
("Purchaser")

COUNTY OF HAMILTON)
) SS:
STATE OF OHIO)

The foregoing instrument was acknowledged before me this 22nd day of May, 2000, by CLIFFORD CAMPBELL, as Treasurer of Tultex Corporation, a Virginia corporation for and on behalf of said corporation.

LINDA G. DRAKE
Notary Public, State of Ohio

My commission expires My Commission Expires March 31, 2003

(Seal)

[Signature]
Notary Public

COUNTY OF HAMILTON)
) SS:
STATE OF OHIO)

The foregoing instrument was acknowledged before me this 22nd day of May, 2000, by CLIFFORD CAMPBELL, as Treasurer of California Shirt Sales, Inc., a Virginia corporation for and on behalf of said corporation.

LINDA G. DRAKE
Notary Public, State of Ohio

My commission expires My Commission Expires March 31, 2003

(Seal)

[Signature]
Notary Public

COUNTY OF HAMILTON)
) SS:
STATE OF OHIO)

The foregoing instrument was acknowledged before me this 22nd day of May, 2000, by **CLIFFORD CAMPBELL**, as Treasurer of Tultex/T-Shirt City, Inc., a Virginia corporation for and on behalf of said corporation.

LINDA G. DRAKE

Notary Public, State of Ohio

My commission expires My Commission Expires March 31, 2003

(Seal)

Linda G. Drake
Notary Public

COUNTY OF HAMILTON)
) SS:
STATE OF OHIO)

The foregoing instrument was acknowledged before me this 22nd day of May, 2000, by **J. PHILIP VOLLMER**, as Manager of TSC Acquisition, LLC, an Ohio limited liability company for and on behalf of said corporation.

LINDA G. DRAKE

Notary Public, State of Ohio

My commission expires My Commission Expires March 31, 2003

(Seal)

Linda G. Drake
Notary Public