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

# RECORDATION FORM COVER SHEET
# TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Bank of America, N.A., as Agent

- [ ] Individual(s)
- [ ] General Partnership
- [ ] Corporation-State
- [ ] Other
- [x] Association
- [ ] Limited Partnership

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

2. Name and address of receiving party(ies)
Name: Tultex Corporation
Internal Address:
Street Address: 101 Commonwealth Boulevard
City: Martinsville State: VA Zip: 24115

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Virginia
- [ ] 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? [x] Yes [ ] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Security Agreement
- [x] Other Release of Security Agreement
- [ ] Merger
- [ ] Change of Name

Execution Date: 05/17/2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2312279; 1968557; 1733245; 1657481; 1420194; 1162033

Additional number(s) attached [ ] Yes [x] 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: 6

7. Total fee (37 CFR 3.41) $165
- [ ] Enclosed
- [x] 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: 11

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

700013340

**Recordation Form Cover Sheet**
**Continuation of Information in Item No. 2**

2. Name and address of additional receiving party:

Name: California Shirt Sales, Inc.

Street Address: 800 South Raymond Avenue

City: Fullerton State: CA Zip: 92631

✓ Corporation – State: Virginia

**UNITED STATES BANKRUPTCY COURT**
**WESTERN DISTRICT OF VIRGINIA**
**LYNCHBURG DIVISION**

| | | |
|---|---|---|
| **In re:** | : | **Procedurally Consolidated** |
| | : | **Case No. 99-03626** |
| **TULTEX CORPORATION,** | : | **Chapter 11** |
| **a Virginia corporation, et al.,** | : | |
| | : | |
| **Debtors.** | : | |

**ORDER AUTHORIZING SALE OF DISTRIBUTION BUSINESS ASSETS**
**FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES**
**(Distribution Business Assets)**

This matter coming before the Court on the Motion of Debtors and Debtors in Possession For An Order (A) Establishing Bidding Procedures and Approving a Break-Up Fee and (B) Authorizing the Sale of the Distribution Business Assets (the "Motion") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); the Court having reviewed the Motion and having heard the statements of counsel in support of the relief requested in the Motion at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and (c) notice of the Motion (and service of the proposed order) was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief herein granted;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

3. The Distribution Business Sale Agreement is approved pursuant to Bankruptcy Code section 363(b).

4. The Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to sell the Distribution Business Assets pursuant to the terms set forth in the Distribution Business Sale Agreement, and to take any and all action necessary, appropriate or advisable to complete such sales. All such Distribution Business Assets shall be sold "AS IS, WHERE IS" without representation or warranty of any kind, unless expressly otherwise noted in the Distribution Business Sale Agreement.

5. The Debtors are authorized under section 363(f) of the Bankruptcy Code to sell, convey, transfer and deliver the Distribution Business Assets to the Purchaser (or any Third Party), free and clear of any and all claims, liens and encumbrances, including the Liens, with any such Liens to transfer, affix and attach to the sale proceeds of the Distribution Business Assets.

6. The holders of Liens (or their respective agents or representatives) shall assist the Debtors in their performance under the Distribution Business Sale Agreement by executing and delivering any and all additional instruments and documents which may be necessary, desirable or customary to enable the Debtor to consummate the Distribution Business Sale Agreement and the transactions contemplated therein, including the release of any existing Liens on the Distribution Business Assets and any document required to effect the transfer of title.



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7. The Debtors shall use the gross proceeds from the sale of the Distribution Business Assets to pay the customary closing costs related to the sale, including, but not limited to, the cost of preparation of documents effecting releases of any Liens against the Distribution Business Assets. After payment of the foregoing, the remaining proceeds (the "Remaining Proceeds") shall be disposed of as follows: (i) the Debtors shall remit to the Indenture Trustee (for the benefit of the Bondholders) $221,433, which is an amount equal to twenty percent (20%) of the book value of the machinery and equipment being acquired by the Purchaser; and (ii) the Debtors shall remit the balance of the Remaining Proceeds to Bank of America N.A. as agent ("Bank of America") for the Debtors' post-petition debtor-in-possession lenders (collectively, the "DIP Lenders") pursuant to that certain $150,000,000 Senior Secured Super Priority Debtor-in-Possession Loan and Security Agreement dated as of December 3, 1999 (as amended, the "DIP Loan Agreement"). Bank of America shall be and is hereby authorized to apply the balance of the Remaining Proceeds received and any payments received on account of the Pledged Note or the LC (as such terms are defined in Paragraph 8 of this Order) to the outstanding obligations due and owing under the DIP Loan Agreements subject to the DIP Lenders' remitting to the Indenture Trustee such amounts as the parties may agree upon in writing, or in the absence of such agreement, as the Court may determine are the values allocable, if any, with respect to any real property leases (the "Leaseholds") assumed by and assigned, ~~or otherwise transferred~~, to the Purchaser. This Court shall schedule a hearing on request either by the Indenture Trustee or Bank of America with respect to valuation of such Leaseholds or the allocation of that portion of the purchase price for the Distribution Business Assets thereto at a later date upon a minimum of twenty



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(20) days notice to either party and all other parties-in-interest. The reservation of future determination of issues of valuation with respect to the Leaseholds is without prejudice and with reservation of all rights, claims, objections and interests on behalf of Bank of America, the Indenture Trustee or any other party-in-interest. Further, any and all remittances made hereunder to the Indenture Trustee or Bank of America shall be subject to the investigation rights of the Official Committee of Unsecured Creditors, as such rights are defined and circumscribed in accordance with paragraph 9 of the Court's Final Order approving Debtors' Emergency Motion for Order Authorizing Debtors to Incur Post-Petition Secured Indebtedness and Granting Security Interests and Priority, and Providing Adequate Protection, dated January 5, 2000 (the "DIP Order"), provided further that the making of such remittance shall not affect any security interest of Bank of America, the Indenture Trustee and/or the Bondholders in the Remaining Proceeds, which security interest shall continue, so that, inter alia, in the event that Bank of America, N.A., as agent for the DIP Lenders, or the Indenture Trustee and/or the Bondholders are not entitled to retain all or a portion of such Remaining Proceeds, the security interest of Bank of America, the Indenture Trustee and/or the Bondholders in all or any such portion of the Remaining Proceeds shall continue both before and after such Remaining Proceeds have been returned to the Debtors' estates.

8. Pursuant to the terms of that certain Assignment of Note (the "Assignment") *to be executed* by and among Bank of America, as agent, and Tultex Corporation ("Tultex"), California Shirt Sales, Inc. (CSC"), a Virginia corporation, and Tultex/T-Shirt City, Inc. ("TSC"), a Virginia corporation (Tultex, CSC and TSC collectively, the "Assignors") and to be dated as of May 22, 2000, as well as the DIP Order and the DIP Loan Documents (as



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defined in the DIP Order), any and all interests of the Debtor's estates in that certain that certain Promissory Note *to be executed* and dated as of May 22, 2000 from TSC Acquisition, LLC in favor of the Assignors, in the stated original principal amount as determined in accordance with the Distribution Business Sale Agreement (together with all amendments, restatements and modifications thereof, the "Pledged Note") and that certain letter of credit (the "LC"), *to be issued* in favor of the Assignors as security for payments due under the Pledged Note shall be transferred, free and clear of any and all liens, claims, interests or encumbrances (other than with respect to the liens, claims, interests and encumbrances existing in favor of the Indenture Trustee and the Bondholders, which liens, claims, interests and encumbrances are subordinate to the interests of Bank of America and the DIP Lenders), to Bank of America, as agent, for application against the Debtors' Obligations under the DIP Loan Documents (as defined in the DIP Order). The Assignors are hereby expressly authorized and directed to execute the Assignment, and to otherwise perform any and all duties and obligations imposed upon them thereunder. Upon execution, the Assignment will constitute a valid and binding obligation of each of the Assignors, enforceable against each of the Assignors, and any and all successors and assigns thereof, according to its terms.

9. Closing on the Distribution Business Sale Agreement shall occur within five (5) days of the date of the entry of this Order.

10. The Court finds that the Purchaser of the Distribution Business Sale Agreement pursuant to this Order has purchased (or will purchase) all such assets in good faith for purposes of section 363(m) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 7062, which provisions shall apply to this Order.



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11. Notwithstanding Federal Rule of Bankruptcy Procedure 6004(g), this is a final order that is not stayed pursuant to Federal Rule of Bankruptcy Procedure 6004(g) and section 363(m) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 7062 shall apply to this Order.

The Clerk is directed to send a copy of this Order to Bruce H. Matson, at LeClair Ryan, 707 East Main Street, 11th Floor, Richmond, Virginia 23219, ~~upon entry~~.

Date: May 17, 2000

UNITED STATES BANKRUPTCY JUDGE

I ask for this:

Bruce H. Matson, Esq. (Va. Bar No. 22874)
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(216) 579-3939

ATTORNEYS FOR DEBTORS AND DEBTORS-IN-POSSESSION

A TRUE COPY, TESTE:
JOHN W. L. CRAIG, II, CLERK
UNITED STATES BANKRUPTCY COURT
By Barbara J. Oliver
Deputy Clerk



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Seen and not objected to:

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Roanoke, Virginia 24011-2212



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## Certification

I hereby certify that the foregoing proposed Order Authorizing Sale of Distribution Business Assets Free and Clear of Liens, Claims and Encumbrances (Distribution Business Assets) has either been endorsed by or served upon all parties to the action.

Bruce H. Matson



RECORDED: 05/24/2002

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