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

Tab settings ⇨⇨⇨

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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):

Sunbury Textile Mills, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Sunbury Textile Mills, Inc.

Internal Address: c/o Long Point Capital

Street Address: 26700 Woodward Avenue

City: Royal Oak State: MI Zip: 48067

☐ 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

US PATENT & TRADEMARK OFFICE
2002 APR 24 P 4:
TRADEMARK FEE PROCESS. RECEIVED

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 22, 2002

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

A. Trademark Application No.(s) 76/313,144
76/313,143

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

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

Name: Marc A. Bergsman

Internal Address: Dickinson Wright, PLLC
Suite 800

Street Address: 1901 L Street, N.W.

City: Washington State: D.C. Zip: 20036

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:

04-1061

(Attach duplicate copy of this page if paying by deposit account)

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.*

Marc A. Bergsman — Name of Person Signing
Marc A. Bergsman — Signature
April 22, 2002 — Date

Total number of pages including cover sheet, attachments, and document: 2

05/03/2002 DBYRNE 00000031 76313144
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 ASSIGNMENT

ASSIGNMENT made this 22nd day of March, 2002, by and between Sunbury Textile Mills, Inc. (hereinafter "Assignee"), a Delaware corporation, having an address at at c/o Long Point Capital, 26700 Woodward Avenue, Royal Oak, Michigan 48067, and Sunbury Textile Mills, Inc. (hereinafter "Assignor"), a Delaware corporation having an address at 1200 Miller Street, Sunbury, Pennsylvania 17801.

WHEREAS, Assignor owns and has used, or is using the following service marks and trademarks in the United States (hereinafter the "Marks"):

a. Trademark Application Serial No. 76/313.144 for the "S" Logo; and,

b. Trademark Application Serial No. 76/313,143 for the mark SUNBURY;

WHEREAS, Assignee is desirous of acquiring the Marks and the goodwill of the business associated therewith, as well as all federal applications and registrations.

NOW, THEREFORE, it is agreed that pursuant to the purchase of the total business assets of the Assignor, the receipt and sufficiency of such consideration is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all its rights, title, and interest in and to the Marks and the federal applications and registrations therefor, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor warrants that it has good and valid title to the Marks, including the applications and registrations therefor. Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as

provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

SUNBURY TEXTILE MILLS, INC.

By: Ronald Hoffman

Name: Ronald Hoffman

Title: Vice President

State of Michigan)
) ss:
County of Wayne)

Ronald Hoffman, being duly sworn, did depose and say this 22nd day of March, 2002 that he is an officer of Sunbury Textile Mills, Inc; that he is authorized to execute this Assignment on behalf of said corporation; that he has read and signed the foregoing Assignment and knows and understands the contents thereof.

Sharon A. Oke

Notary Public

SHARON A. OKE
Notary Public, Macomb County, Michigan
Acting in Wayne County
My Commission Expires September 16, 2004

My Commission expires:

DETROIT 26542-3 647634