

05-29-2002



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

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

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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):

Rhyme Packaging Company

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

5.24.02

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Russell Asset Management Inc

Internal Address: Suite 1271

Street Address: 300 Delaware Avenue

City: Wilmington State: DE Zip: 19801

- 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

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

A. Trademark Application No.(s)

76/194,044

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: Christopher M. Champion

Internal Address: Russell Asset Management Inc

Suite 1271

Street Address: 300 Delaware Avenue

City: Wilmington State: DE Zip: 19801

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:

N/A

(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.

Christopher M. Champion *Christopher M. Champion*

Name of Person Signing

Signature

5/21/02
Date

Total number of pages including cover sheet, attachments, and document: 3

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

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TRADEMARK
REEL: 002515 FRAME: 0162

Trademark Assignment Agreement

This Agreement is by and between RHYNE PACKAGING COMPANY, a Tennessee corporation, having a principal place of business located at 2413 Vance Avenue, Chattanooga, Tennessee 37404 ("Assignor") and RUSSELL ASSET MANAGEMENT, INC., a Delaware corporation, having a principal place of business located at 300 Delaware Avenue, Suite 1271 Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor is the owner of the trademark in and to the term ULTRASTRETCH, however rendered, when used in connection with apparel (including all right, title, and interest in and to that certain application before the U.S. Patent and Trademark Office bearing Serial No. 76/194,044), along with all goodwill therein (the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark, along with all goodwill therein.

NOW, the parties agree as follows:

1. Assignment: Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark, along with all goodwill of the business in connection with which the Trademark is used. Assignor further irrevocably assigns to Assignee all rights, title, and interest that Assignor may have in any particular stylization or rendering of the Trademark, including all rights of copyright in and to the designs developed for use with the Trademark.

2. Representations and Warranties: Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all rights, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms;
and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. Attorney's Fees: Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to

recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

4. **Entire Agreement:** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment:** This Agreement may be amended only by a writing signed by both parties.

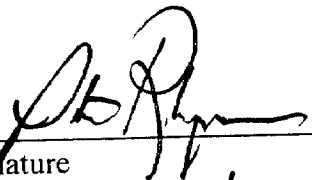
6. **Severability:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perform Necessary Acts:** Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement; to confirm, effect, enable, or evidence the assignment herein and the full enjoyment by Assignee of the rights, title, and interest transferred herein; and to effect recordal of the assignment to and ownership by Assignee of the Trademark and the application serial number 76/194,044, including but not limited to the outstanding Office Action sent to Assignor by the U.S. Patent and Trademark Office. Said Office Action will be forwarded to Assignee by Assignor upon execution of this Agreement. Assignor agrees that it shall not adopt any mark, logo, device, or image that is similar to, calls to mind, infringes, or may dilute the Trademark or any intellectual property rights therein.

8. **Governing Law:** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

RHYNE PACKAGING COMPANY


Signature

PRESIDENT / CEO
Title

Date: FEBRUARY 4, 2002

RUSSELL ASSET MANAGEMENT, INC.


Signature

Vice President
Title

Date: February 6, 2002