

08-21-2002

FORM PTO-15s
1-31-92



COVER SHEET
FILE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Atty. Docket No. 4389-001

To the Commissioner for Trademarks, 102197039 original documents or copy thereof.

1. Name of conveying party(ies):
Leath McCarthy & Maynard, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State MURD 8-19-02
 Other:
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Leath Marketing, Sales & Consulting, LLC
Internal Address:
Street Address: 6600 Maynard Farm Road
City: Chapel Hill State: NC Zip: 27516
 Individual citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: 08/06/02

4. Application number(s) or registration numbers(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
see attached Schedule A (13 registrations)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Womble Carlyle Sandridge & Rice, PLLC
Internal Address:
Street Address: 300 N. Greene Street, Suite 1900
City: Greensboro State: NC Zip: 27401

6. Total number of applications and registrations involved:..... 13
7. Total fee (37 CFR 3.41):..... \$340.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-0517
(Attach duplicate 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.
C. Robert Rhodes C. Robert Rhodes 8-14-02
Name of Person Signing Signature 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 Patents and Trademarks, Box Assignments
Washington, D.C. 20231

08/20/2002 TDIAZ1 00000110 996168

01 FC:481
02 FC:482

40.00 OP
300.00 OP

WINSTON 1157831v1

TRADEMARK
REEL: 002566 FRAME: 0169

SCHEDULE A

1. **ECONO-PAK**, Registration No. 996,168 for *panty hose*
2. **SOKMASTER**, Registration No. 1,032,367 for *socks*
3. **STIMUSHEER**, Registration No. 1,081,159 for *pantyhose*
4. **ECONO PAK**, Registration No. 1,083,611 for *men's, boys' and misses' socks*
5. **SHEER PLEASURE**, Registration No. 1,204,600 for *panty hose*
6. **SUPER NATURAL**, Registration No. 1,211,637 for *hosiery and pantyhose*
7. **SHEER CLASSIQUES**, Registration No. 1,245,363 for *hosiery*
8. **SILK CLASSIQUES**, Registration No. 1,247,114 for *pantyhose made in part of silk*
9. **TOP PERFORMER**, Registration No. 1,269,945 for *hosiery-namely, women's pantyhose, men's and women's hosiery, stockings and socks*
10. **ONLY FOR ME**, Registration No. 1,356,896 for *panty hose, hosiery and socks*
11. **LA COLOR**, Registration No. 1,358,156 for *panty hose, hosiery and socks*
12. **AU NATURAL**, Registration No. 1,364,585 for *socks and pantyhose*
13. **AMERICAN BEAUTY**, Registration No. 335,926 for *hosiery*

ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, including monetary payments, the receipt and sufficiency of which are hereby acknowledged, effective January 15, 2002, Leath McCarthy & Maynard, Inc., a corporation of North Carolina, (hereinafter "Assignor") does hereby assign, sell, convey, and transfer unto Leath Marketing, Sales & Consulting, LLC, with a mailing address of 6600 Maynard Farm Road, Chapel Hill, North Carolina 27516, a Limited Liability Company organized and existing pursuant to the laws of North Carolina, U.S.A., (hereinafter "Assignee"), its successors and assigns, the following:

- a. the entire right, title, and interest of Assignor in and to the trademarks set forth in Schedule A attached hereto and incorporated herein by reference, together with any applications and licenses pertaining thereto (collectively, the "Trademarks"), and the goodwill of the business related thereto;
- b. any and all rights which Assignor has or may have to sue for and obtain damages, injunctive relief and attorney's fees for any and all past infringements with respect to any of the Trademarks, and any and all causes of action heretofore accrued or hereafter accruing for misappropriation, infringement, or other violation of any proprietary or other right in and to any of the Trademarks;
- c. all registrations and applications relating to any of the Trademarks, including any and all renewals and extensions thereof; and
- d. any and all common law rights which Assignor has or may have in or to any of the Trademarks.

Leath McCarthy & Maynard, Inc.

By: _____

Title: _____

Date: 8.6.02