

08-27-2002



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Form PTO-1594

(Rev. 03/01)

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

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TRADEMARKS ONLY
 2002 AUG 22 AM 8:47

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):

Daniel Green Company

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

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Daniel Green Enterprises, LLC

Internal

Address: _____

Street Address: 630 Melrose Avenue

City: Nashville State: TN Zip: 37211-2161

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State _____
☐ 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)

B. Trademark Registration No.(s) 2061769

Additional number(s) attached ☐ Yes ☒ No

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

Name: Fred B. Hunt, Jr.

Internal Address: BOBO HUNT & WHITE

P.O. Box 169

Street Address: 202 UNION PLANERS BANK BLDG.

WEST SIDE PUBLIC SQUARE

City: SHELBYVILLE State: TN Zip: 37162-0169 (Attach duplicate copy of this page if paying by deposit account)

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:

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.

FRED B. HUNT, JR.

Name of Person Signing

Signature

08/12/02

Date

08/27/2002 DBYRNE

00000021 2061769

Total number of pages including cover sheet, attachments, and document: 9

40.00

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

01 FC:481

TRADEMARK
REEL: 002570 FRAME: 0193

ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (this "*Assignment*") is entered into as of December 28, 2001, by and between **DANIEL GREEN COMPANY**, a Massachusetts corporation ("*Assignor*"), and **ELAN-POLO, INC.**, a Missouri corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 29, 2001 (the "*Purchase Agreement*"), providing for, among other things, the sale by Assignor of the Acquired Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the trademark identified herein;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the "Lady Evans" trademark having registration number 2061769 with the United States Patent and Trademark Office, together with (a) the registrations of and registration applications for the trademark, (b) the goodwill of the business symbolized by and associated with the trademark and the registrations thereof and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark or the registrations thereof or such associated goodwill. Such Assignment is hereby subject to the Collateral Assignment dated January 11, 2000 between Assignor and L.B. Evans' Son Company Limited Partnership. Assignee hereby accepts such Assignment.
3. **Effect of Assignment.** In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of this Assignment shall govern and control.
4. **Execution in Counterparts.** For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
5. **Amendment; Waiver.** Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and

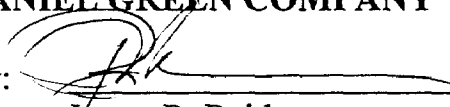
either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

DANIEL GREEN COMPANY

By: 
Name: James R. Reidman
Title: Chairman and CEO

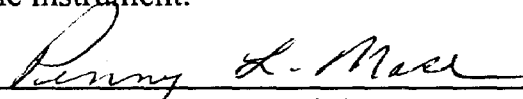
ELAN-POLO, INC.

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the 27th day of December in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PENNY L. MASE
Notary Public, State of New York
No. 01MA5045204
Qualified in Genesee County
Commission Expires June 12, 2003


Notary Public

either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. **Dispute Resolution.** Any dispute, controversy or claim between the parties relating to, arising out of or in connection with this Assignment shall be settled in accordance with the procedures set forth in the Purchase Agreement.

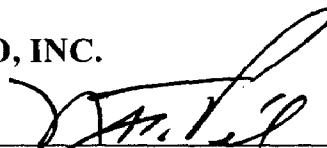
7. **Governing Law.** This Assignment has been executed and delivered in the State of New York and shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law principles.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

DANIEL GREEN COMPANY

By: _____
Name: James R. Reidman
Title: Chairman and CEO

ELAN-POLO, INC.

By:  _____
Name: NICK PEREZ
Title: ASSISTANT SECRETARY

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____ in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES R. REIDMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF Tennessee)
COUNTY OF Davidson) ss.:

On the 28th day of December in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sherry A. Giles
Notary Public

LAW OFFICES
BOBO, HUNT & WHITE
AN ASSOCIATION OF ATTORNEYS

SUITE 202, UNION PLANTERS BANK BLDG.
P. O. BOX 169
SHELBYVILLE, TENNESSEE 37162-0169
DELIVERY ZIP 37160

August 13, 2002

SAM W. BOBO - 1910-1995
FRED B. HUNT, JR.
JOHN T. BOBO
JOHN R. WHITE
GINGER BOBO SHOFNER
THOMAS E. NANCE
WILLIAM L. ABERNATHY, Jr.
S. TODD BOBO

TELEPHONE 931-684-4611
TELECOPIER 931-684-4628

MAILING ADDRESS:

P. O. Box 169

U.S. Patent & Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Highway, Suite 320
Washington, DC 20231

Re: LADY EVANS
Reg. No. 2061769
OFN: 6719

Dear Assistant Commissioner:

Enclosed for filing, please find an Assignment of Trademark for trademark registration 2061769 – LADY EVANS, TO BE FILED IN BEHALF OF Daniel Green Enterprises, LLC, along with a cover sheet, my check in the amount of \$40.00 for filing costs, self-addressed/stamped confirmation post card and a self-addressed envelope for return of the recorded Assignment.

Please address any communications to the undersigned.

Sincerely yours,

BOBO, HUNT & WHITE



Fred B. Hunt, Jr.

FBHjr/jg

Enclosures

xc: Mr. Jeffrey DeVoesick, Esquire

I:\Judy G\elan\DG Enterprises Inc\Lady Evans - Assignment to PTO 8.13.02.doc

RECORDED: 08/22/2002

TRADEMARK
REEL: 002570 FRAME: 0198