

09-20-2002



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CORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Alba-Waldensian, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: September 6, 2002

2. Name and address of receiving party(ies)

Name: AlbaHealth, LLC

Internal Address:

Street Address: 201 St. Germain Avenue, S.W.

City: Valdese State: NC Zip: 28690

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

Other Delaware 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

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

A. Trademark Application No.(s)
See ATTACHED SCHEDULE A
Two (2) Applications

B. Trademark Registration No.(s)
See ATTACHED SCHEDULE A
eleven (11) registrations

Additional number(s) attached Yes No

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

Name: John L. Sullivan, Jr., Esq.

Internal Address: Alston & Bird LLP

Bank of America Plaza

Street Address: 101 South Tryon Street,
Suite 4000

City: Charlotte State: NC Zip: 28280

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:

16-0605

(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.

John L. Sullivan, Jr.

Name of Person Signing

Signature

Sept. 11, 2002

Date

09/19/2002 DRYRNE 00000031 1306098

Total number of pages including cover sheet, attachments, and document: 7

01 FC:481
02 FC:482

40.00 OP
300.00 OP

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

SCHEDULE A

TRADEMARKS

1. U.S. Trademark Registration No. 1,386,098 for “BABY BOGGAN”
2. U.S. Trademark Registration No. 2,083,980 for “CARE SOX”
3. U.S. Trademark Registration No. 1,384,457 for “CARE-STEPS”
4. U.S. Trademark Registration No. 1,675,773 for “CASTMATE”
5. U.S. Trademark Registration No. 1,198,591 for “COPLEX”
6. U.S. Trademark Registration No. 1,524,667 for “FASHION-TREAD”
7. U.S. Trademark Registration No. 1,244,329 for “LIFE SPAN”
8. U.S. Trademark Registration No. 1,510,839 for “PAS”
9. U.S. Trademark Registration No. 2,180,695 for “PULSTAR” and design
10. U.S. Trademark Registration No. 1,134,527 for “SPEED-ROLL”
11. U.S. Trademark Registration No. 1,177,052 for “XSPAN”
12. U.S. Trademark Application Serial No. 76/292,432 for “ALBAHEALTH”
13. U.S. Trademark Application Serial No. 76/426,654 for “C.A.L.M.”

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Assignment"), dated as of September 6, 2002, by Alba-Waldensian, Inc., a Delaware corporation ("Assignor"), to AlbaHealth, LLC, a Delaware limited liability company ("Assignee").

BACKGROUND

A. Assignor, having a principal place of business at 201 St. Germain Avenue S.W., Valdese, North Carolina 28690, owns the trademarks and/or trademark applications identified in Schedule A hereto (the "Trademarks"); and

B. Assignee, having a principal place of business at 425 North Gateway Avenue, Rockwood, Tennessee 37854, desires to acquire Assignor's entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration based in whole or in part upon said Trademarks, and the right to renew the trademark registrations and any trademark registrations which may issue from any applications included in the Trademarks, and all convention and treaty rights based on the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignor hereby authorizes the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to transfer all of said Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

3. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, the Assignor's right, title and interest in and to the Trademarks.

4. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same assignment and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Assignment effective as of the date first above written.

ASSIGNOR:

ALBA-WALDENSIAN, INC.

By: Dan Mesika
Name: DAN MESIKA
Title: CEO

Sworn to me this 6 day of 9, 2002.

Linda J. Brittain
Notary Public

ASSIGNEE:

ALBAHEALTH, LLC

By: Dan Mesika
Name: DAN MESIKA
Title: CEO

Signature page to the Trademark Assignment

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