

02-11-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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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): SOUTHERN NATIONAL BANK OF NORTH CAROLINA

2-6-03

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

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

2. Name and address of receiving party(ies)

Name: KUKREJA INVESTORS

Internal Address:

Street Address: 6050 Boulevard East

City: West New York State: NJ Zip: 07093

- Individual(s) citizenship Association General Partnership New Jersey 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

3. Nature of conveyance:

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

Execution Date: 3/10/98

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1266411

1330993, 1330994, 1330995, 1332296

Additional number(s) attached Yes No

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

Name: Lanning G. Bryer

Internal Address:

Street Address: Ladas & Parry

26 West 61st Street

City: New York State: NY Zip: 10023

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Lanning G. Bryer Name of Person Signing

Signature

Date 1/30/03

Total number of pages including cover sheet, attachments, and document: 22

02/10/2003 DBYRNE 00000147 1266411

01 FC:8521 02 FC:8522

40.00 OP 275.00 OP

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

TRADEMARK REEL: 002668 FRAME: 0376

**Continuation of Item #4**

B) Registration Numbers

1334442

1340947

1374834

1410610

1416075

1416741

1484391

UNITED STATES OF AMERICA

POWER OF ATTORNEY

The undersigned hereby appoints, jointly and severally with full power of substitution:

1266411

STEPHEN A. GOLDSMITH

ALLAN S. PILSON

IAN JAY KAUFMAN

ROBERT ALPERT

DANIEL F. ZENDEL

LANNING G. BRYER

JOSEPH J. VILLAPOL

GEORGIA N. GOUNARIS

MARY A. MOY

members of the Bar of the State of New York, c/o Ladas & Parry, 26 West 61st Street, New York, New York 10023, United States of America, to record the Release of Security Interest and to take all action with respect to the following Trademark Registration:

**KUKREJA HEWN (Stylized)**

No. 1266411 Dated: February 7, 1984

**KUKREJA INVESTORS**

By



Anthony  
[Title] Signal

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: ) Chapter 11  
RUFF HEWN, INC., ) Case No. 98-139 (PJW)  
Debtor. )

ORDER APPROVING DEBTOR'S MOTION  
TO SELL TRADENAMES AND TRADEMARKS  
PURSUANT TO SECTION 363(b) OF THE BANKRUPTCY CODE

Upon consideration of the Debtor's motion dated February 19, 1998 for an order pursuant to Sections 105(a) and 363(b) and (f) of the Bankruptcy Code (the "Motion") authorizing the Debtor to sell all of its intellectual property including, without limitation, the Debtor's tradenames and trademarks and registrations and applications for registration thereof and the goodwill of the business throughout the world associated therewith (the "Intellectual Property")<sup>1</sup>; and the Court having considered the record in this matter including the record made at a hearing conducted on March 10, 1998 and being otherwise fully advised in the premises;

THE COURT HEREBY FINDS THAT:

1. Proper and timely notice of the Motion and hearing have been given to all parties entitled to such notice in compliance with the Federal Rules of Bankruptcy Procedure and Local Rules of this District and such notice is adequate and sufficient in all respects.

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<sup>1</sup> The Intellectual Property includes the tradenames and trademarks and registrations and applications for registration thereof set forth on the schedule as Exhibit B to the Motion and attached hereto as Exhibit A and the goodwill associated with the Intellectual Property throughout the world associated therewith, the Debtor's designs, design library, customer lists and vendor lists.

W/-

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. Venue is proper under 28 U.S.C. § 1409. This is a core proceeding within the meaning of 28 U.S.C. §§ 157 (b)(2)(A),(N) & (O).

3. After intensive private marketing efforts with numerous parties and arms-length negotiations, the Debtors and Kikomo, Ltd. ("Kikomo") reached agreement on the sale of the Intellectual Property upon the terms and conditions contained in the offer letter dated February 17, 1998 (the "Kikomo Offer") attached to the Motion as Exhibit A.

4. The Kikomo Offer was subject to higher and better offers with Kikomo being entitled to a "break-up fee" of \$40,000 in the event Kikomo was not the ultimate purchaser of the Intellectual Property. The Debtor received four additional higher and better offers for the Intellectual Property. On March 10, 1998, the Debtor conducted an auction among Kikomo and the other offerers (the "Auction"). As a result of the Auction, Kikomo ("Kikomo" or the "Purchaser") has made the highest and best offer for the Intellectual Property and the Debtor proposes to sell the Intellectual Property to the Purchaser for \$1,900,000 (the "Purchase Amount") free and clear of all liens, claims, encumbrances or other interests of third parties therein.

5. Kikomo has acted and negotiated in good faith with respect to the acquisition of the Intellectual Property. Kikomo's offer constitutes the highest and best offer received for the Intellectual Property and, as such, is fair and reasonable. Accordingly, Kikomo is entitled to the protections of section 363(m) of the Bankruptcy Code in connection with the purchase of the Intellectual Property.

6. Sale of the Intellectual Property for the Purchase Amount is in the best interest of the Debtor, its creditors, and the estate.

7. The only asserted liens on the Intellectual Property are held by Branch Banking and Trust Company ("BB&T") and The CIT Group/Commercial Services, Inc. ("CIT"). BB&T and CIT consent to the sale of the Intellectual Property on the terms hereof. Certain of the Intellectual Property is also purportedly encumbered by a lien in favor of Trust Company Bank, NationsBank of Georgia, N.A. and Nationsbank Commercial Corporation (collectively, "NationsBank"). NationsBank's interests in the Intellectual Property were released on July 1, 1994. The Debtor has provided notice to NationsBank of its intention to seek a determination by the Court that its interests in the Intellectual Property have been released and the Court so finds.

**THEREFORE, IT IS HEREBY ORDERED:**

1. Sale of the Intellectual Property to Kikomo for \$1,900,000 is hereby authorized and approved.
2. Kikomo is a good-faith purchaser of the Intellectual Property within the meaning of section 363(m) of the Bankruptcy Code, and the terms of the sale are not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code. Reversal or modification of this Order on appeal will not affect validity of the sale, even if Kikomo knows of the pendency of any such appeal, unless the authorization and sale are stayed pending such appeal.
3. Pursuant to section 363(f) of the Bankruptcy Code, the Debtor's transfer of the Intellectual Property to Kikomo shall be free and clear of any liens, claims, encumbrances or interests in the Intellectual Property including, without limitation, any liens, claims, encumbrances or interests asserted by CIT, BB&T and NationsBank.
4. Any liens, claims, encumbrances, or interests pertaining to the Intellectual Property shall attach to proceeds of the sale.

5. Pursuant to Fed. R. Bank. P. 8005, and notwithstanding Fed. R. Bank. P. 7062, this Order is a final order and no just reason for delay in performance exists. The Debtor is hereby authorized to execute such assignments and other documents as may be reasonable and necessary to effect the sale of the Intellectual Property to Kikomo and to evidence the transfer of the Debtor's interests in the Intellectual Property to Kikomo.

6. Pursuant to section 105(a) of the Bankruptcy Code, any and all creditors of the Debtor shall be barred, estopped and enjoined from taking any action of any kind against Kikomo with respect to the Intellectual Property.

7. The Court shall retain jurisdiction to construe and enforce the terms and provisions of this Order, and the Debtor and the Purchaser consent to such jurisdiction.

Dated: March 10, 1998  
Wilmington, Delaware

ENTERED:



Honorable Peter J. Walsh  
United States Bankruptcy Judge

4:31 P.M.





S C H E D U L E

RUFF·HEWN (Stylized)	No. 1266411	Dated: February 7, 1984
RUFF-SPORT	No. 1330993	Dated: April 16, 1985
RUFF-WARE	No. 1330994	Dated: April 16, 1985
RUFF-WORK	No. 1330995	Dated: April 16, 1985
RUFF-COUNTRY	No. 1332296	Dated: April 23, 1985
PRETTY-RUFF	No. 1334442	Dated: May 7, 1985
RUFF-WATER	No. 1340947	Dated: June 11, 1985
RUFF·HEWN THE FATHER OF TRUE AMERICAN WEAR (and Design)	No. 1374834	Dated: December 10, 1985
RUFF·HEWN (Stylized)	No. 1410610	Dated: September 23, 1986
PRETTY LITTLE RUFF	No. 1416075	Dated: November 4, 1986
LITTLE RUFF	No. 1416741	Dated: November 11, 1986
RUFF HEWN (and Design)	No. 1484391	Dated: April 12, 1988