

Form PTO-1594

(Rev. 03/01)

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

RECORDATION 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:

American Marketing Industries, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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: October 27, 2003

2. Name and address of receiving party:

Name: Dunbrooke Apparel Corp.

Internal

Address: _____

Street Address: 3620 ArrowheadCity: Independence State: Missouri Zip: 64057

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Missouri
☐ 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 or registration number:

A. Trademark Application No.
None.

B. Trademark Registration Nos.

2,685,665 1,820,687 1,297,663
 2,203,930 1,305,138 1,187,789
 852,795

Additional numbers attached ☐ Yes ☒ No

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

Name: Penny R. SlicerInternal Address: Stinson Morrison Hecker LLPStreet Address: 1201 Walnut, Suite 2800City: Kansas City State: Missouri Zip: 64106-2150

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41)..... \$ 190.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

19-4409

(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.

Penny R. Slicer

Name of Person Signing

Signature

10/28/03

Date

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

6

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office

P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("ASSIGNMENT") is made and entered into as of this 27th day of October, 2003, by and between American Marketing Industries Inc. a Debtor in Possession and a Delaware corporation ("Assignor"), and Dunbrooke Apparel Corp., a Missouri corporation ("Assignee").

WHEREAS, Assignor owns, has adopted and currently uses the marks identified on Schedule A attached hereto (the "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the goodwill of the business associated with said Marks, and is the owner of all worldwide right, title and interest in and to the registrations for the Marks set forth in the attached Schedule A (collectively the "Trademark Assets"); and

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement made and entered into as of September 18, 2003, which provides for, among other things, the assignment of rights in the Trademark Assets from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in and to the Trademark Assets, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

Assignor agrees to execute or procure any further necessary assurance of title to the Trademark Assets; and at any time, upon the request and at the expense of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademark Assets in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

AMERICAN MARKETING INDUSTRIES INC.

By: David S. Hausen
David Hausen, President

STATE OF MISSOURI)
COUNTY OF JACKSON) SS:

On this 27 day of October, 2003, before me appeared David Hausen, to me personally known, who, being duly sworn, did say that he is the President of American Marketing Industries Inc., a Debtor in Possession and a Delaware corporation, and that said instrument was signed on behalf of said company, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Cheryl M. Duren
Notary Public

My commission expires: _____
CHERYL M. DUREN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Aug. 14, 2006

OCT. 27. 2003 3:25PM STINSON MOHECK

NO. 290 P. 4

DUNBROOKE APPAREL CORP.

By: Jess E. Jones
Jess E. Jones, Vice President and Treasurer

STATE OF MISSOURI)
COUNTY OF JACKSON) SS:

On this 27th day of October, 2003, before me appeared Jess E. Jones, to me personally known, who, being duly sworn, did say that he is the Vice President and Treasurer of Dunbrooke Apparel Corp., a Missouri corporation, and that said instrument was signed on behalf of said company, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Cheryl M. Duren
Notary Public

My commission expires: _____
CHERYL M. DUREN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Aug. 14, 2006

Schedule A to Trademark Assignment

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods
D DUNBROOKE GOLF & Design	US	76/314,585	9/19/01	2,685,665	2/11/03	Clothing and graphic art design services for others; headwear
DUNBROOKE DISTINCTIVE IMAGES & Design	US	74/328,810	11/6/92	1,320,687	2/8/94	Men's and women's jackets and active wear, namely, sweat suits and sports shirts
DUNBROOKE	US	73/392,949	9/29/82	1,297,663	9/25/84	Men's jackets, women's jackets, children's jackets
WESTARK	US	75/363,877	9/26/97	2,203,930	11/17/98	Clothing, namely, jackets
UPSTREAM	US	73/455,343	12/2/83	1,305,138	11/13/84	Clothing, namely, jackets, caps, shirts, hats, vests, jogging suits, pants sweaters, shorts and underwear
UPSTREAM	US	73/267,145	6/20/80	1,187,789	1/26/82	Men's and boy's cold weather outer jackets, specifically those sold as industrial premiums and through other non-retail channels of distribution
PLA-JAC	US	72/272,595	5/29/67	0,852,795	7/16/68	Men's jackets made of cloth, leather, or combinations of cloth and leather
WESTARK	Mexico			786,019	8/9/02	
DUNBROOKE	Germany			2,063,177	2/26/03	
DUNBROOKE	Denmark			VR 1993-	7/19/93	

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods
				02907		
DUNBROOKE	France			93-456,165	2/19/93	
DUNBROOKE	Spain			M1744843	4/1/03	