

06-30-2003



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

102485545

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): Vesture Acquisition Corp. 6-25-03
Individual(s) Association General Partnership Limited Partnership
[X] Corporation-State - North Carolina
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: RBC Centura Bank
Internal Address:
Street Address: 134 N. Church Street
City: Rocky Mount State: NC Zip: 27802
Individual(s) citizenship Association General Partnership Limited Partnership
[X] Corporation-State North Carolina
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
[X] Security Agreement Change of Name
Other
Execution Date: June 18, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Exhibit A attached hereto
B. Trademark Registration No.(s) See Exhibit A attached hereto
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Richard Brooks
Internal Address: RBC Centura Bank
Street Address: 115 S. Fayetteville St.
City: Asheboro State: NC Zip: 27203

6. Total number of applications and registrations involved: 19
7. Total fee (37 CFR 3.41): \$ 490.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number: 502190

DO NOT USE THIS SPACE

9. Signature:
Byron C. Owens, President
Name of Person Signing

Signature: [Signature] Date: June 18, 2003

Total number of pages including cover sheet, attachments, and document: 8

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

06/27/2003 ECOOPER 00000267 2437014

01 FC:8521 40.00 OP
02 FC:8522 450.00 OP

FINANCE SECTION JUN 18 AM 8:43

Refund Ref: 06/27/2003 ECOOPER 0000126521

CHECK Refund Total: \$200.00

TRADEMARK REEL: 002767 FRAME: 0382

EXHIBIT A

United States Trademark	Registration No.	Application No.	Status
VESTURE	2,437,014	76/004,427	Registered
POWERTECH	2,172,949	75/313,646	Registered
GOURMET SERVER	2,183,032	75/280,590	Registered
THE MAGIC THAT MAKES IT WORK	2,155,195	74/714,462	Registered
VESTURE MICROWAVEABLE JO TO GO	2,062,129	74/714,139	Registered/ Cancelled
RELIEVE	2,005,398	74/661,630	Registered
LAVA JAVA	2,029,245	74/653,279	Registered
LAVA BOOTIES	1,860,984	74/331,675	Registered
LAVABUNS	1,745,213	74/199,854	Registered
LAVAPAC	1,571,741	73/798,644	Registered
LAVA LUV-HUGS	1,989,756	74/665,099	Cancelled
PORTAFREEZE		75/235,734	Abandoned
KOZY NITES		75/138,495	Abandoned
POWERTECH		75/089,682	Abandoned
MORNING MIST		75/077,630	Abandoned
BOO BOO BUNNY		75/052,930	Abandoned
LAVA JAVA		74/661,784	Abandoned
LAVASCARF		74/355,734	Abandoned
VESTURE	1,571,740	73/798,643	Cancelled

Canadian Trademark	Registration No.
LAVAPAC	TMA 391,855
LAVABUNS	TMA 404,646

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") made as of this 18th day of June, 2003, by VESTURE ACQUISITION CORP., a North Carolina corporation ("Assignor"), in favor of RBC CENTURA BANK, a North Carolina corporation (hereinafter called the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a Loan Agreement dated as of June 18, 2003 (as amended, restated or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, Assignor and Assignee are parties to a Security Agreement dated as of the date hereof (the "Security Agreement"); and

WHEREAS, the Loan Agreement provides for the Assignee to extend credit to or for the account of Assignor and the Security Agreement provides for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its trademarks and trademark rights.

NOW, THEREFORE, in consideration of the mutual premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Security Agreement. The Assignee shall have the same rights and remedies with respect to the Trademark as are set forth in the Security Agreement with respect to the Collateral (as defined in the Security Agreement). No inconsistency in the provisions of this Assignment and the Security Agreement shall be construed to limit any such rights or remedies.
2. Assignment of Trademarks. To secure the complete and timely satisfaction of the Obligations (as defined in the Security Agreement), Assignor hereby grants, assigns and conveys to Assignee its entire right, title and interest in and to the trademark(s) and tradename(s) described on Schedule 1 attached hereto and incorporated herein by reference (collectively referred to herein as the "Trademark") and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) the goodwill of Assignor's business connected with and symbolized by the Trademark.
3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, a license agreement) which is inconsistent with Assignor's obligations under this Assignment. Assignor further agrees that it will not take any action, or permit any action to be

taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. Royalties; Terms. Assignor hereby agrees that the use by Assignee of the Trademark as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor. The term of the Assignment granted herein shall extend until the earlier of (a) the expiration of the Trademark assigned hereunder, or (b) the payment in full of the Obligations and the termination of the Loan Agreement.

5. Grant of License to Assignor. Unless and until a default or an event of default pursuant to Section 6 of the Loan Agreement or any other Loan Document (each, an "Event of Default") shall have occurred and any applicable cure period has expired, Assignee hereby grants to Assignor the exclusive, nontransferable right to use the Trademark for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 5, without the prior written consent of the Assignee. From and after the occurrence of any Event of Default and the expiration of any applicable cure period, Assignor's license with respect to the Trademark as set forth in this Section 5 shall terminate forthwith, and Assignee shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark may be located subject, however, to the provisions of Section 6 hereof.

6. Restrictions on Transfer by Assignee. Assignor shall not transfer the Trademark or any property right incident thereto without the prior written consent of Assignee.

7. Reassignment to Assignor. This Assignment is executed for collateral purposes only and upon payment in full of the Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the Trademark, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall maintain the quality of any and all products or services of the Assignor used or provided in connection with the Trademark, consistent with the quality of said products and services as of the date hereof. Assignor shall have the duty to preserve and maintain all rights in the Trademark. Assignor shall not abandon any right in connection with the Trademark without the consent of Assignee, which consent shall not be unreasonably withheld.

9. Assignee's Right to Sue. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademark, and any licenses thereunder, and, if Assignee shall commence any such suit Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between Assignor and Assignee, or any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

13. Cumulative Remedies; Effect on Loan Agreement. All of the Assignee's rights and remedies with respect to the Trademark, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies.

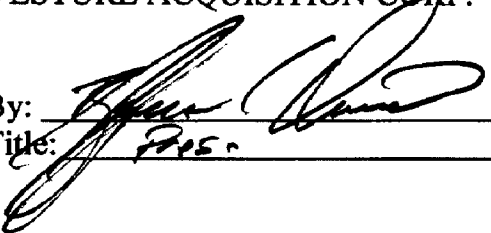
14. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

15. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina.

**[Remainder of page intentionally blank.
Signature page to follow.]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

VESTURE ACQUISITION CORP.

By: 
Title: _____

RBC CENTURA BANK

By: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF North Carolina

COUNTY OF Guilford

The foregoing Trademark Assignment was executed and acknowledged before me this 13th day of June, 2003, by Byron C. Owens, personally known to me to be the President of VESTURE ACQUISITION CORP., a North Carolina corporation, on behalf of such corporation.

Melba J. Surt
Notary Public

My commission expires:

May 5, 2004

STATE OF _____

COUNTY OF _____

The foregoing Trademark Assignment was executed and acknowledged before me this _____ day of June, 2003, by _____, personally known to me to be the _____ of RBC CENTURA BANK, a North Carolina corporation, on behalf of such corporation.

Notary Public

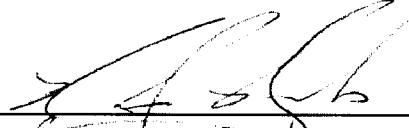
My commission expires:

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

VESTURE ACQUISITION CORP.

By: _____
Title: _____

RBC CENTURA BANK

By:  _____
Title: Business Banker

ACKNOWLEDGEMENTS

STATE OF _____

COUNTY OF _____

The foregoing Trademark Assignment was executed and acknowledged before me this _____ day of June, 2003, by _____, personally known to me to be the _____ of VESTURE ACQUISITION CORP., a North Carolina corporation, on behalf of such corporation.

Notary Public

My commission expires:

STATE OF NC

COUNTY OF Randolph

^{12th} The foregoing Trademark Assignment was executed and acknowledged before me this day of June, 2003, by R.A. Brooks, personally known to me to be the Business Banker of RBC CENTURA BANK, a North Carolina corporation, on behalf of such corporation.

Patricia H. Nichols
Notary Public

My commission expires:

10-8-04

Schedule 1

United States Trademark	Registration No.	Application No.	Status
VESTURE	2,437,014	76/004,427	Registered
POWERTECH	2,172,949	75/313,646	Registered
GOURMET SERVER	2,183,032	75/280,590	Registered
THE MAGIC THAT MAKES IT WORK	2,155,195	74/714,462	Registered
VESTURE MICROWAVEABLE JO TO GO	2,062,129	74/714,139	Registered/ Cancelled
RELIEVE	2,005,398	74/661,630	Registered
LAVA JAVA	2,029,245	74/653,279	Registered
LAVA BOOTIES	1,860,984	74/331,675	Registered
LAVABUNS	1,745,213	74/199,854	Registered
LAVAPAC	1,571,741	73/798,644	Registered
LAVA LUV-HUGS	1,989,756	74/665,099	Cancelled
PORTAFREEZE		75/235,734	Abandoned
KOZY NITES		75/138,495	Abandoned
POWERTECH		75/089,682	Abandoned
MORNING MIST		75/077,630	Abandoned
BOO BOO BUNNY		75/052,930	Abandoned
LAVA JAVA		74/661,784	Abandoned
LAVASCARF		74/355,734	Abandoned
VESTURE	1,571,740	73/798,643	Cancelled

Canadian Trademark	Registration No.
LAVAPAC	TMA 391,855
LAVABUNS	TMA 404,646

SMITH MOORE LLP

ATTORNEYS AT LAW

June 25, 2003

Mail Stop ASSIGNMENT RECORDATION SERVICES
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Assignment of U.S. Patents and Trademarks
From R.G. Barry Corporation and Vesture Corporation
To Vesture Acquisition Corporation; and
From Vesture Acquisition Corporation to RBC Centura Bank
Client-Matter No. 5005249-1

Dear Sir:

The assignments listed below are enclosed to be recorded:

1. Patent Assignment from R.G. Barry Corporation to Vesture Acquisition Corporation
2. Assignment (Patent) from Vesture Corporation to Vesture Acquisition Corporation
3. Patent Assignment from Vesture Corporation to Vesture Acquisition Corporation
4. Assignment of Trademarks from Vesture Corporation to Vesture Acquisition Corporation
5. Assignment of Trademarks from Vesture Corporation to Vesture Acquisition Corporation
6. Patent Assignment from Vesture Acquisition Corporation to RBC Ventura Bank
7. Patent Assignment from Vesture Acquisition Corporation to RBC Ventura Bank

Direct 336.378.5356 | Fax 336.433.7499 | kim.gatling@smithmoorelaw.com

PO Box 21927 | 27420 | 300 North Greene Street Suite 1400 Greensboro NC 27401 336.378.5200 www.smithmoorelaw.com
Greensboro Atlanta Raleigh

Repln. Ref: 06/27/2003 ECOOPER 0010011500
DAH: 502190 Name/Number: 5630959
FC: 9204 \$200.00 CR

TRADEMARK
REEL: 002767 FRAME: 0392

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mail Stop ASSIGNMENT RECORDATION SERVICES
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

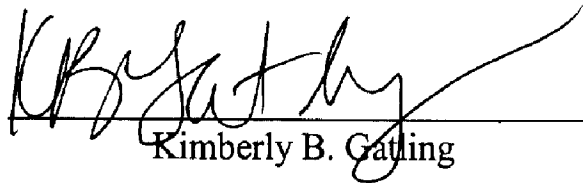
CERTIFICATE OF MAILING/EXPRESS MAIL

“Express Mail” Mailing Label Number EV 203462784 US

Date of Deposit: June 25, 2003

I hereby certify that the enclosed letter, assignments, and the attached fee are being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 C.F.R. 1.10 on the date indicated above, and is addressed to the Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Mailed By:



Kimberly B. Gatling