

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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):  
**Net Apparel L.L.C.**

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

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

2. Name and address of receiving party(ies)

Name: **Sara Lee Direct, LLC**  
Internal Address: **Law Department**

Street Address: **1000 E. Hanes Mill Rd.**  
City: **Winston-Salem** State: **NC** Zip: **27105**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Limited Liability Company**  
**Colorado**

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **December 23, 2003**

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

A. Trademark Application No.(s) **78/070608**  
**78/081719**

B. Trademark Registration No.(s) **2557386**  
**2772598**

Additional number(s) attached  Yes  No

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

Name: **Victoria J. Triplett**  
Internal Address: **Law Department**  
**Sara Lee Corporation**

Street Address: **1000 E. Hanes Mill Rd.**

City: **Winston-Salem** State: **NC** Zip: **27105**

6. Total number of applications and registrations involved: 4

7: Total fee (37 CFR 3.41).....\$ **115.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**19-142**

DO NOT USE THIS SPACE

9. Signature.

**Victoria J. Triplett**  
Name of Person Signing

  
Signature

**February 11, 2004**  
Date

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

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

FILED - CUSTOMER COPY  
DONETTA DAVIDSON  
COLORADO SECRETARY OF STATE

**STATEMENT OF MERGER**  
**OF**  
**NET APPAREL, L.L.C.**  
**(a Delaware limited liability company)**

20031406116 0  
\$ 110.00  
SECRETARY OF STATE  
12-24-2003 14:02:12

**INTO**  
**SARA LEE DIRECT, LLC**  
**(a Colorado limited liability company)**

This Statement of Merger is executed by Sara Lee Direct, LLC, a Colorado limited liability company, as the surviving limited liability company, pursuant to the provisions of Section 7-80-1005 of the Colorado Limited Liability Company Act (the "Act").

**I.**

The Agreement and Plan of Merger by and among Sara Lee Direct, LLC, a Colorado limited liability company, and Net Apparel, L.L.C., a Delaware limited liability company (the "Merger Agreement"), attached hereto and incorporated by reference herein, and adopted in accordance with the provisions of Section 7-80-1003 of the Act, provides for the merger of Net Apparel, L.L.C. with and into Sara Lee Direct, LLC, as the surviving limited liability company (the "Merger").

**II.**

The Merger Agreement has been approved, adopted, certified, executed and acknowledged by all the members of each of the respective limited liability companies in accordance with Section 7-80-1003(3)(a) of the Act and as required under the applicable provisions of Delaware law.

**III.**

Following the Merger, Sara Lee Direct, LLC, the surviving limited liability company, will own all of the interests and obligations of Net Apparel, L.L.C., the merged limited liability company.

**IV.**

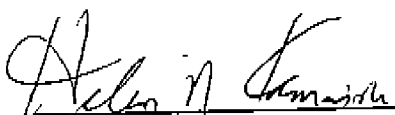
The principal office of the surviving limited liability company is 450 West Hanes Mills Road, Winston-Salem, North Carolina 27105.

V.

The Merger shall become effective at 11:59 p.m., EST, on December 31, 2003 and such effective date complies with Section 7-80-1003(5)(c) of the Act.

Executed this 23<sup>rd</sup> day of December, 2003.

SARA LEE DIRECT, LLC  
a Colorado limited liability company



Helen N. Kaminski, Authorized Manager

The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Ann Spitler, c/o Sara Lee Corporation, Three First National Plaza, Chicago, IL 60602-4260.

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), dated as of December 22, 2003, is made by and between Sara Lee Direct, LLC, a Colorado limited liability company (the "Company"), and Net Apparel, L.L.C., a Delaware limited liability company ("Net Apparel").

WHEREAS, the managers of the Company and Net Apparel desire to merge Net Apparel with and into the Company, with the Company as the surviving entity (the "Merger"), and the member and managers of each, as necessary, have approved the Merger pursuant to the Limited Liability Company Act of the State of Colorado (the "Colorado Act") and the Limited Liability Company Act of the State of Delaware (the "Delaware Act") and pursuant to the terms and conditions set forth in this Merger Agreement; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a tax free liquidation under Section 332 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for the purpose of merging Net Apparel with and into the Company and setting forth certain terms and conditions of the Merger and the mode of carrying the same into effect, Net Apparel and the Company hereby agree as follows:

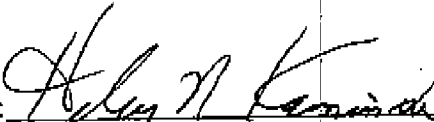
- Merger.** Subject to the terms and conditions and in accordance with the applicable provisions of the Colorado Act and Delaware Act, respectively, Net Apparel shall be merged with and into the Company and the Company shall be, and is herein referred to as, the "Surviving Entity." The name of the Surviving Entity shall continue to be "Sara Lee Direct, LLC." The Merger shall become effective on the later of (i) the time and on the date of filing such documents as may be required under the Colorado Act and Delaware Act, respectively, or (ii) December 31, 2003 (the "Effective Time").
- Effect of Merger.** At the Effective Time, Net Apparel shall be merged with and into the Company and the separate corporate existence of Net Apparel shall cease to exist. The Articles of Organization and the Limited Liability Company Operating Agreement of the Company as in effect at the Effective Time shall be the Articles of Organization and the Limited Liability Company Operating Agreement (the "LLC Agreement") of the Surviving Entity. The officers and managers of the Company shall be the officers and managers of the Surviving Entity and they shall continue to serve in accordance with the Colorado Act and the LLC Agreement of the Company. The consummation of the Merger will have the effects provided in the Colorado Act and Delaware Act, respectively, with respect to a merger of a Delaware company with and into a Colorado company. The Surviving Entity shall assume all of the liabilities and obligations of Net Apparel.

3. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of Net Apparel such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Net Apparel and otherwise to take any and all such action to execute and deliver any and all such deeds and other instruments.
4. Outstanding Membership Interests. At the Effective Time, all of the then-outstanding membership interests of Net Apparel will be cancelled, there will be no more membership interests of Net Apparel issued and no transfer of the same thereafter made.
5. Amendment and Modification. This Merger Agreement may be amended or modified at any time by the parties hereto, but only pursuant to an instrument in writing signed by the parties.
6. Entire Agreement; Assignment. This Merger Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof.
7. Validity. The invalidity or unenforceability of any term or provision of this Merger Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions in any other situation or in any other jurisdiction.
8. Governing Law. This Merger Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law, provision or rule thereof.
9. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or scope or intent of, the Merger Agreement nor in any way effect this Merger Agreement.

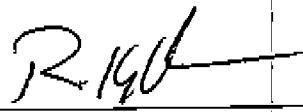
[Signature Page Follows]

IN WITNESS WHEREOF, Net Apparel and the Company have caused this Merger Agreement to be signed by their respective duly authorized persons as of the date first above-written.

SARA LEE DIRECT, LLC

By:   
Helen N. Kaminski, Vice President and  
Assistant Secretary

NET APPAREL, L.L.C.

By:   
R. Henry Kleeman, Vice President and  
Assistant Secretary



# STATE OF COLORADO

## DEPARTMENT OF STATE CERTIFICATE

I, DONETTA DAVIDSON, SECRETARY OF STATE OF THE STATE OF  
COLORADO HEREBY CERTIFY THAT

ACCORDING TO THE RECORDS OF THIS OFFICE

SARA LEE DIRECT, LLC  
(COLORADO LIMITED LIABILITY COMPANY)

FILE # 20031397529 WAS FILED IN THIS OFFICE ON December 16, 2003  
AND HAS COMPLIED WITH THE APPLICABLE PROVISIONS OF THE  
LAWS OF THE STATE OF COLORADO AND ON THIS DATE IS IN GOOD  
STANDING AND AUTHORIZED AND COMPETENT TO TRANSMIT BUSINESS  
OR TO CONDUCT ITS AFFAIRS WITHIN THIS STATE.

Dated: December 24, 2003

SECRETARY OF STATE

TRADEMARK