

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
AMERICAN TROUSER, INC.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State of Mississippi  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
BLOCK CORPORATION  
350 Fifth Avenue  
New York, New York 10118

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- State of Delaware \_\_\_\_\_  
 Other \_\_\_\_\_

Domestic representative is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: March 16, 2004

4. (A.) Trademark Application No.(s)

Additional numbers attached?  Yes  No

4. (B.) Trademark Registration No.(s)

1640549    1383484  
1282604    1406871  
769209     1826972  
801564     2202838

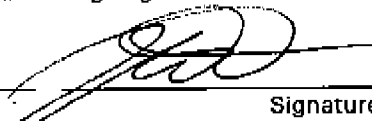
5. Correspondence should be mailed to:  
**VICTOR M. TANNENBAUM**  
**ABELMAN, FRAYNE & SCHWAB**  
150 East 42nd Street  
New York, New York 10017

6. Total number of applications and registrations involved:..... **8**

7. Total fee (37 CFT 3.41): ..... \$ 215.00  
 Enclosed  
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)  
 Authorized to be charged to deposit account  
Deposit account number: 01-0035  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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.

VICTOR M. TANNENBAUM                                            3/18/04  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet, attachments and documents: **5**

GH \$215.00 010035 1640549

Execution Copy

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 16, 2004 (the "Effective Date"), is made by and between American Trouser, Inc., a Mississippi Subchapter S corporation ("Assignor") and Block Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 16, 2004, by and among Assignor, Assignee, Daniel W. Berry, J. Davis Baker, Richard D. DeSousa, Alfred J. Moeckel and John L. Rossi (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties, rights and interests relating to the Business as defined in the Purchase Agreement;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement;

WHEREAS, Assignor is the owner of the United States trademark registrations set forth on Schedule A (collectively, the "Trademarks") and the goodwill of the Business associated therewith; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the promises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the Business in connection with which the Trademarks are used, including all registrations, applications and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks and any other similar Government Authority to record Assignee as the assignee and owner of the Trademarks and other intellectual properties described in the preceding paragraph, and issue all registrations thereof to Assignee, as assignee of the entire right, title and interest in, to and under

the same for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

Assignor covenants and agrees it will, upon the reasonable request of Assignee and at Assignor's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder.

This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Mississippi applicable to contracts executed in and to be performed in that State (without regard to conflicts of laws provisions thereof).

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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