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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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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):
Imagewear Apparel Corp.

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

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

2. Name and address of receiving party(ies)
Name: Wrangler Apparel Corp.
Internal
Address: 3411 Silverside Road
Street Address: _____
City: Wilmington State: DE Zip: 19810

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 _____

Execution Date: October 21, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,297,681

Additional number(s) attached Yes No

6. Total number of applications and registrations involved:

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen L. Winslow
Internal Address: _____
The H.D. Lee Company, Inc.
3411 Silverside Road
Street Address: _____
Wilmington State: DE Zip: 19810

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

2003 OCT 29 AM 7:43
OR/FINANCE

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.

Helen L. Winslow Helen L. Winslow October 21, 2003
Name of Person Signing Signature Date

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

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

TRADEMARK REEL: 002855 FRAME: 0704

10/31/2003 DBYRNE 00000340-1297681 01 FC:8521

AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 21st day of October, 2003, between IMAGEWEAR APPAREL CORP., a Delaware corporation ("Assignor"), with principal offices at 3411 Silverside Road, Wilmington, Delaware 19810, and WRANGLER APPAREL CORP., a Delaware corporation, with principal offices at 3411 Silverside Road, Wilmington, Delaware 19810 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the beneficial owner of the registered trademark in Schedule A attached hereto; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Trademark;

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title, and interest in and to the Trademark and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademark and the registration thereof, together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts, and obligations associated with the Trademark.

3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest, and record in Assignee full and complete ownership of the Trademark.

4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Delaware.

(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

IMAGEWEAR APPAREL CORP.

By: Helen L. Winslow
Name: Helen L. Winslow
Title: Secretary and Authorized Signatory

WRANGLER APPAREL CORP.

By: Jacquelyn A. Pellegrino
Name: Jacquelyn A. Pellegrino
Title: Assistant Secretary

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF DELAWARE : ss.
COUNTY OF NEW CASTLE :

This 21st day of October, 2003, came before me, Susan M. Minakowski, Notary Public for said County and State, Helen L. Winslow, who, being by me duly sworn, says that she is the Secretary and Authorized Signatory of IMAGEWEAR APPAREL CORP., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Helen L. Winslow acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 21st day of October, 2003.

(Official Seal)


NOTARY PUBLIC

My Commission Expires: March 8, 2004

SUSAN M. MINAKOWSKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Mar 8, 2004

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA :
STATE OF DELAWARE : ss.
COUNTY OF NEW CASTLE :

This 21st day of October, 2003, came before me, Susan M. Minakowski, Notary Public for said County and State, Jacquelyn A. Pellegrino, who, being by me duly sworn, says that she is the Assistant Secretary of WRANGLER APPAREL CORP., a corporation organized and existing under the laws of the State of Delaware, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by her on behalf of said corporation by its authority duly given. And the said Jacquelyn A. Pellegrino acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the 21st day of October, 2003.

(Official Seal)

Susan M. Minakowski
NOTARY PUBLIC

My Commission Expires: March 8, 2004

SUSAN M. MINAKOWSKI
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Mar 8, 2004

Schedule A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Intl Class</u>
HARD WORKIN' CLOTHES	1,297,681	September 25, 1984	25