

FORM PTO-1594 (Modified)
(Rev. 10/02)
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RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS / SERVICE MARKS ONLY

042N-105073; 105076; 105078

105079; 105080; 105081

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
J. Baxter Brinkmann International Corporation

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Dallas Manufacturing Corporation

Internal Address: _____

Street Address: 4215 McEwen Road

City: Dallas State: TX ZIP: 75244

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 02/01/2004

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

A. Trademark / Service Mark Application No.(s)

Additional numbers Yes No

B. Trademark / Service Mark Registration No.(s)

2,069,455	2,059,899
2,075,479	1,784,159
1,632,382	2,019,628

Additional numbers Yes No

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

Name: Janene P. Bassett

Internal Address: Sheppard, Mullin, Richter & Hampton LLP

Street Address 333 South Hope St., 48th Fl.

City: Los Angeles State: CA ZIP: 90071

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


7. Total fee (37 CFR 3.41):.....\$ \$165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-1853

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.

Janene P. Bassett  09/08/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 4

CH \$165.00 191853 2069455

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 1, 2004, by and between J. BAXTER BRINKMANN INTERNATIONAL CORPORATION, a Texas corporation ("Assignor"), and DALLAS MANUFACTURING CORPORATION, a Texas corporation ("Assignee").

WHEREAS, Assignor has the following United States trademark registrations ("Trademark Registrations") for the corresponding trademarks ("Trademarks"):

<u>U.S. Trademark Registration No.</u>	<u>Trademark</u>
2,069,455	CASCADE FLEECE
2,075,479	CASCADE QUILT
1,632,382	CEDARSACK
2,059,899	NUZZLER
1,784,159	POOCH PILLOW
2,019,628	SHERPS

WHEREAS, Assignor is willing to assign to Assignee all of its rights, title, and interest in and to the Trademarks and Trademark Registrations;

WHEREAS, Assignee desires to acquire the entire interest of the Assignor in the Trademarks and Trademark Registrations;


NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by both of them to be satisfactory and adequate, do hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's rights, title, and interest in and to the Trademarks and Trademark Registrations, together with (i) the goodwill of the business connected with and symbolized by the Trademarks, (ii) the Trademark Registrations and all rights that arise from the Trademark Registrations; (iii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks, (iv) all rights to seek other registrations of the Trademarks in the United States Patent and Trademark Office or elsewhere, and (v) all rights to sue for past, present, and future infringements or misappropriations or violations of the Trademarks.

2. Assignor further assigns to Assignee all rights in the trade dress, labels, and designs associated with the Trademarks.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment to Assignee as of the day and year first above written.

J. BAXTER BRINKMANN INTERNATIONAL CORPORATION,
a Texas corporation

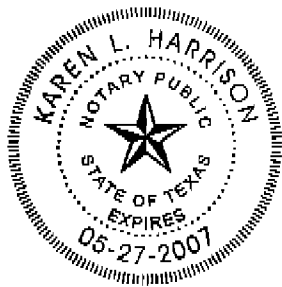
By: 
Printed Name: Martin P. Donoghue
Title: Vice President

STATE OF Texas)
COUNTY OF Dallas)

On this 29 day of July, 2004, before me personally appeared Martin P. Donoghue, who acknowledged himself to be the Vice President of J. BAXTER BRINKMANN INTERNATIONAL CORPORATION, and that he, as such Vice President, being authorized to do so, executed this instrument on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



Karen L. Harrison
Notary Public