

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hartwell Industries, Inc.		09/10/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Paramount Apparel International, Inc.
Street Address:	1 Paramount Drive
Internal Address:	P.O. Box 98
City:	Bourbon
State/Country:	MISSOURI
Postal Code:	65541
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	78405973	OARSMAN
Serial Number:	78405996	913
Registration Number:	1810084	OARSMAN 913
Registration Number:	2490248	OARSMAN 913 RUGGED DURABLE

CORRESPONDENCE DATA	
Fax Number:	(314)863-9388
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-863-0800
Email:	las@bks-law.com
Correspondent Name:	Laila Sengupta
Address Line 1:	168 North Meramec Avenue
Address Line 2:	Suite 400
Address Line 4:	Saint Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	566-26800
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NAME OF SUBMITTER:	Laila Sengupta
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**TRADEMARK**

CH \$115.00 78405973

Total Attachments: 3  
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## ASSIGNMENT OF TRADEMARKS

WHEREAS, Hartwell Industries, Inc., a Delaware corporation (hereinafter referred to as "**Seller**"), is the owner of the Federal Trademark Registrations, Federal Trademark Applications and common law trademarks (hereinafter collectively referred to as the "**Marks**") listed in Schedule A (attached hereto); and

WHEREAS, Paramount Apparel International, Inc., a Missouri corporation (hereinafter referred to as "**Purchaser**"), is desirous of acquiring the entire right, title, and interest of Seller in and to the Marks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, by these presents, does hereby sell, assign, and transfer unto Purchaser all of its right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Purchaser, for its own use and benefit and that of its successors and assigns, to the full end of the term for which said Marks is granted, together with all claims for damages by reason of past infringement of said Marks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns, or other legal representatives.

Seller and Purchaser agree that this Assignment of Trademarks is subject to a limited, non-assignable, non-sublicensable, and otherwise non-transferable, royalty-free, right and license in favor of Seller to use the Marks solely for the limited purpose of selling the Excluded Inventory located in Seller's outlet store in Commerce, Georgia, and as described in Section 1.2(d) of the Asset Purchase Agreement between Seller and Purchaser dated September /<sup>o</sup>, 2004, which such right and license shall expire on the earlier date of eighteen (18) months after the Closing on the date upon which the last such unit of excluded inventory is sold at such retail outlet or otherwise disposed of at such location by Seller. If, in Purchaser's reasonable determination, Seller's use of such limited license to the Marks materially weakens or impairs Purchaser's rights in the Marks, then Seller agrees to immediately terminate and modify such use in accordance with Purchaser's instructions. In the event Seller fails to terminate or modify such use as directed by Purchaser, Purchaser may terminate such limited license as provided below. Seller agrees that it shall not engage, participate or otherwise become involved in any activity or course of action which diminishes and/or tarnishes the image and/or reputation of the Marks. The limited trademark license granted herein may be separately terminated by Purchaser if Seller fails to perform or comply with the material provision of this Section 1.1(e) if such breach or default is not cured by Seller within thirty (30) days after written notice of termination is received by Seller. Upon termination or expiration of such limited trademark license for any reason, Seller shall immediately discontinue all use of the Marks.

Seller does hereby covenant and warrant that: (i) it is the legal owner of said Marks and has full right and title thereto and authority to sell, assign, and dispose of the same; (ii) it has not granted any consent, right or license to use the Marks to anyone; (iii) there are no threatened or pending claims, protests, proceedings, or liabilities against Seller involving the Marks; (iv) prior to execution of this deed, Seller's right, title, and interest in said Marks has not been otherwise

encumbered; and (v) it has not executed, and will not execute, any instrument in conflict herewith.

Seller does hereby further covenant and agree with Seller to execute and deliver such other and further instruments and take such other and further actions as may be reasonably necessary or appropriate to transfer said Marks, claims for damages by reason of past infringement, and right to sue and collect therefor to Purchaser.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 10<sup>th</sup> day of September, 2004.

HARTWELL INDUSTRIES, INC.

By: 

Printed Name: Robert Leve

Title: CEO

**SCHEDULE A**

**Mark**

**Federal Registration No.**

OARSMAN 913 and Design

1,810,084

OARSMAN 913 RUGGED DURABLE and Design

2,490,248

**Mark**

**U.S. Application Serial No.**

OARSMAN

78/405,973

913

78/405,996

**Common Law Marks**

OARSMAN SPORTSWEAR

OARSMAN FOR HER