

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Royce Hosiery Mills, Inc. | | 10/09/2003 | CORPORATION: NEW YORK |

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| RECEIVING PARTY DATA | |
| Name: | Royce Hosiery, LLC |
| Street Address: | 350 Fifth Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10118 |
| Entity Type: | LTD LIAB JT ST CO: NEW YORK |

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| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 1868437 | RR ROYCE |
| Registration Number: | 1594314 | ROYCE |
| Registration Number: | 2016179 | ROYCE NEW YORK |

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| CORRESPONDENCE DATA | |
| Fax Number: | (309)210-9632 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 9149671603 |
| Email: | brosenthal@roycehosiery.com |
| Correspondent Name: | Barbara Rosenthal |
| Address Line 1: | 350 Fifth Avenue |
| Address Line 4: | New York, NEW YORK 10118 |

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|---------------------------|-------------------|
| NAME OF SUBMITTER: | Barbara Rosenthal |
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| Total Attachments: 1 source=3bill of sale and assignmentRHMI#page1.tif |
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OP \$90.00 1868437

BILL OF SALE AND ASSIGNMENT

This **BILL OF SALE AND ASSIGNMENT** ("Bill of Sale") is made this 9th day of October, 2003, by **ROYCE HOSIERY MILLS, INC.** ("Seller"), a New York corporation, in favor of **ROYCE HOSIERY, LLC**, ("Purchaser"), a New York limited liability company. All capitalized terms used but not defined herein shall have the meaning set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller is engaged in the business of designing, manufacturing and distributing hosiery products;

WHEREAS, Purchaser and Seller, have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of March 31, 2003, pursuant to which Seller has agreed, among other things, to sell to Purchaser Seller's Business and transfer to Purchaser all of its right, title and interest to the Assets, and Purchaser has agreed to assume certain liabilities and obligations of Seller upon the terms and conditions set forth therein; and

WHEREAS, Seller is delivering to Purchaser a separate Assignment and Assumption Agreement effecting the assignment of the Assumed Contracts to Purchaser and the assumption of the Assumed Liabilities by Purchaser.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Conveyance and Transfer. Seller does hereby sell, convey, grant, bargain, transfer, set over, assign, remise, release, deliver and confirm unto Purchaser, its successors, and assigns, forever, its entire right, title, and interest, in and to the Assets, **TO HAVE AND TO HOLD** all of said Assets unto Purchaser, its successors and assigns, **FOREVER** upon the terms and conditions set forth in the Asset Purchase Agreement.

2. Warranty. Seller does hereby warrant, covenant and agree that:

(a) except as specifically set forth in the Asset Purchase Agreement, it has good and marketable title to the Assets, free and clear of all Encumbrances whatsoever; and

(b) it will warrant and defend the sale of the Assets against all and every person or persons whomsoever claiming or to claim against any or all of the same, subject to the terms of the Asset Purchase Agreement.

3. Third Parties. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Purchaser and its successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant, or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of Purchaser, its successors and assigns, and shall be subject to the terms, conditions, and limitations of the Asset Purchase Agreement.

4. Power of Attorney. Seller hereby constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorney of Seller, with full power of substitution, in the name of Purchaser or in the name of Seller, but for the benefit and at the expense of Purchaser: (a) to collect, demand and receive any and all Assets hereby sold and transferred to Purchaser or intended so to be; (b) subject to the provisions of the Asset Purchase Agreement, to institute and prosecute any and all actions, suits or proceedings which Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assets hereby sold and transferred to Purchaser or intend so to be, to defend or compromise any and all actions, suits or proceedings in respect of any of such Assets, and to do all such action and things in relation thereto as Purchaser shall deem advisable; (c) to take any and all other reasonable action designed to vest more fully in Purchaser the Assets hereby sold and transferred to Purchaser or intended so to be and in order to provide for Purchaser the benefit, use, enjoyment and possession of such Assets. Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner or for any reason. Purchaser shall be entitled to retain for its own account any amounts property collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto.

5. Incorporation by Reference: Conflict. This Bill of Sale is made, executed and delivered pursuant to the Asset Purchase Agreement, which is incorporated herein by reference, and which contains warranties rights and limitations with respect to the Assets conveyed hereunder. In the event of a conflict between this Bill of Sale and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall be controlling.

6. Further Assurances. The Seller, at no cost to it, shall execute and deliver, or cause to be executed and delivered, and shall do or make, or cause to be done or made, upon request of Purchaser, any agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as reasonably may be required by Purchaser for the purpose of or in connection with perfecting and completing, or more effectively vesting title in Purchaser to any of the Assets.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the date first written above.

ROYCE HOSIERY MILLS, INC.

By: 