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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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):
HIRSCH BUSINESS CONCEPTS, LLC

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

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

2. Name and address of receiving party(ies)
Name: **EMBROIDERY ACQUISITION LLC**
Internal
Address: _____
Street Address: **815 Matthew-Mint Hill Road**

City: **Matthews** State: **NC** Zip: **28105**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Limited Liability Company (Delaware)**

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 22, 2004**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2350911

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: **1**

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)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Anne Reece, Paralegal**
 Internal Address:
Robinson, Bradshaw & Hinson, P.A.
 Street Address: **101 N. Tryon Street, Suite 1900**

 City: **Charlotte** State: **NC** Zip: **28246**

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.

Anne Reece, Paralegal *Anne Reece* **December 2, 2004**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **4**

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

OP \$40.00 2350911

ASSIGNMENT OF MARKS

This **ASSIGNMENT OF MARKS AGREEMENT** (the "Agreement"), dated as of October 22nd, 2004, is between **HIRSCH BUSINESS CONCEPTS, LLC** (formerly known as Home Town Threads, LLC), a Delaware limited liability company, (the "Assignor"), and **EMBROIDERY ACQUISITION LLC**, a Delaware limited liability company (the "Assignee").

BACKGROUND STATEMENT

Assignor has adopted, used and is using certain trademarks that are registered in the United States Patent and Trademark Office, as identified on **Appendix A** attached hereto (the "Marks"). Assignor desires to assign and Assignee desires to acquire all rights that Assignor has in the Marks, and the registrations thereof, together with the goodwill of the business represented by the Marks for the consideration and on the terms set forth herein.

STATEMENT OF AGREEMENT

The parties hereto agree as follows:

1. Assignment. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Marks in the United States and throughout the world, any common law rights relating to the Marks and the registrations thereof, together with the goodwill of the business represented by the Marks, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Marks or such represented goodwill.
2. Further Acts. Assignor hereby covenants and agrees that, without compensation to Assignor but at Assignee's expense, it will, and will cause its legal representatives, employees, agents and assigns to, execute and deliver to Assignee any and all documents, and take such further acts, that may be necessary or appropriate to convey, assign, transfer, endorse and confirm in Assignee all of Assignor's rights and benefits in, to and under the Marks.

(Signatures continued on following page)

SIGNED AND SEALED at Charlotte, NC, U.S.A. this 22nd day of October, 2004.

HIRSCH BUSINESS CONCEPTS, LLC

By: [Signature]
Name: HOWARD ARNBERG
Title: PRESIDENT

STATE OF North Carolina)
COUNTY OF Mecklenburg)

This 21st day of October, 2004 before me personally came the above-named Howard Arnberg, to me personally known as the individual who executed the foregoing assignment on behalf of **HIRSCH BUSINESS CONCEPTS, LLC** who has acknowledged to me that he, as President of **HIRSCH BUSINESS CONCEPTS, LLC**, being authorized to do so, signed and sealed the same on behalf of **HIRSCH BUSINESS CONCEPTS, LLC**, for the purposes therein set forth.

(SEAL)

[Signature]
Notary Public

My Commission Expires March 4, 2006

ACCEPTANCE

The undersigned, **EMBROIDERY ACQUISITION LLC** of Matthews, NC, United States of America, hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED at Charlotte, NC, U.S.A. this 22nd day of October, 2004.

EMBROIDERY ACQUISITION LLC

By: [Signature]
Name: Barry J. Feld
Title: President

APPENDIX A
TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>International Class</u>	<u>Date Registered</u>
Hometown Threads	2350911	040	05/16/2000