

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VF IMAGEWEAR, INC.		01/04/2004	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IMAGEWEAR APPAREL CORP.		
<b>Street Address:</b>	3411 Silverside Road		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19810		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1579661	E. MAGRATH	
Registration Number:	1303845	EDMUND MAGRATH	
Registration Number:	2092819	E.MAGRATH	
Serial Number:	78267697	C-ZONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)477-3932		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3024773930		
<b>Email:</b>	Helen_Winslow@vfc.com		
<b>Correspondent Name:</b>	The H. D. Lee Company, Inc.		
<b>Address Line 1:</b>	3411 Silverside Road		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19810		
<b>NAME OF SUBMITTER:</b>	Helen L. Winslow		
<b>Signature:</b>	/hlw/		

**OP \$115.00 1579661**

Date:

02/16/2005

**Total Attachments: 5**

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## AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 4<sup>th</sup> day of January, 2004, between VF IMAGEWEAR, INC., a Delaware corporation ("Assignor"), with principal offices at 545 Marriott Drive, Nashville, TN 37214, and IMAGEWEAR 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.

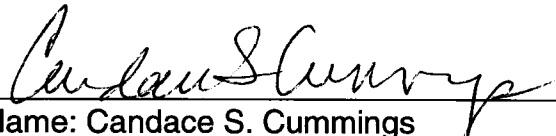
4. Miscellaneous.

(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.

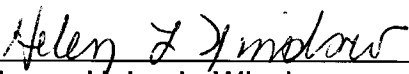
(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

VF IMAGEWEAR, INC.

By:   
Name: Candace S. Cummings  
Title: Vice President

IMAGEWEAR APPAREL CORP.

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

**NOTARIAL CERTIFICATE**

UNITED STATES OF AMERICA :  
STATE OF *North Carolina* : ss.  
COUNTY OF *Guilford* :

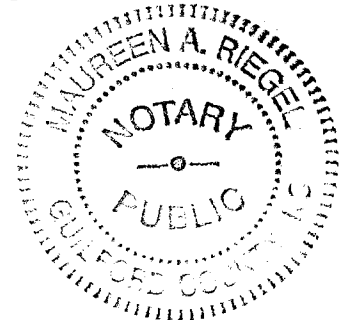
This *31<sup>st</sup>* day of January, 2005, came before me, MAUREEN A. RIEGEL , Notary Public for said County and State, Candace S. Cummings, who, being by me duly sworn, says that she is the Vice President of VFIMAGEWEAR, INC., a corporation organized and existing under the laws of the State of Delaware, 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 Candace S. Cummings acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and official seal, this the *31<sup>st</sup>* day of January, 2005.

(Official Seal)

*Maureen A. Riegel*  
NOTARY PUBLIC

My Commission Expires: *8-26-2008*



**NOTARIAL CERTIFICATE**

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

This 31<sup>st</sup> day of January, 2005, 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 31<sup>st</sup> day of January, 2005.

(Official Seal)

  
NOTARY PUBLIC

My Commission Expires: March 24, 2008

SUSAN M. MINAKOWSKI  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires March 24, 2008

**Schedule A**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Intl Class</u></b>
E. MAGRATH	1,579,661	01/23/1990	25
EDMUND MAGRATH	1,303,845	11/06/1984	25
E. MAGRATH & DESIGN	2,092.819	09/02/1997	25

<b><u>Trademark</u></b>	<b><u>Application No.</u></b>	<b><u>Application Date</u></b>	<b><u>Intl Class</u></b>
C-ZONE	78/267,697	06/26/2003	25