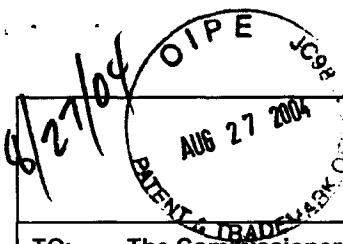


09-01-2004

Docket No. 18701.0022.0001



TRADEMARI



2 SHEET

TO: The Commissioner of Patents and Ti

102826819

ginal document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Foreclosure Bill of Sale

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
04/08/2002

Name GMAC Commercial Credit LLC

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Corporation
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name ACC Sales, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2240 Tucker Street

Address (line 2) _____

Address (line 3) Burlington North Carolina 27215
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
 - Citizenship/State of Incorporation/Organization North Carolina
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/31/2004 LIPELLER 00000192 191565 584625

FOR OFFICE USE ONLY

01 FC:0021 40.00 DA

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 202.663.8000

Name Kathy J. McKnight
Address (line 1) ShawPittman LLP
Address (line 2) 2300 N. Street, NW
Address (line 3) Washington, D.C. 20037-1128
Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments.

2

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

_____ | 584625

Number of Properties Enter the total number of properties involved.

1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 19-1565

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kathy J. McKnight
Name of Person Signing

Kathy J. McKnight
Signature

8/27/04
Date Signed

SHAW PITTMAN
TRADEMARK RECORDATION FORM COVER SHEET CONTINUATION

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Enter Additional Conveying Party

Name Brown Wooten Mills, Inc.

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization North Carolina

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name _____

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

_____	_____	_____
_____	_____	_____
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STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

BILL OF SALE

THIS BILL OF SALE is made this the 8th day of April, 2002 by and among GMAC COMMERCIAL CREDIT L.L.C. ("GMACCC") and ACC SALES, INC. ("ACC").

WITNESSETH:

WHEREAS, pursuant to the terms of certain security agreements (the "Security Agreements") executed by Brown Wooten Mills, Inc. ("Brown Wooten"), GMACCC was granted a security interest in all inventory, equipment, general intangibles and other personal property assets of Brown Wooten, including the Ballston Trademark (as defined herein); and

WHEREAS, GMACCC, as a secured party, conducted a foreclosure sale pursuant to the terms of the Security Agreements; and

WHEREAS, GMACCC was the successful bidder at the foreclosure sale; and

WHEREAS, subject to the terms of this Bill of Sale, ACC wishes to purchase GMACCC's interest in the Trademark described on Exhibit A (the "Ballston Trademark").

WHEREAS, the parties have agreed to the terms and conditions set forth herein.

NOW, THEREFORE, the parties for good and valuable consideration agree as follows:

1. Sale of the Ballston Trademark. GMACCC hereby bargains, sells and conveys its interest in the Ballston Trademark to ACC. The Ballston Trademark is sold "AS-IS, WHERE-IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND.

IN WITNESS WHEREOF, GMACCC and ACC have caused this Bill of Sale to be duly executed by their duly authorized officers, all as of the date first written above.

GMAC COMMERCIAL CREDIT, L.L.C.

By: 

Title: V.P.

ACC SALES, INC.

By: 

Title: President/CEO