

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Oak Sportswear, Inc.		02/28/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Knights Apparel, Inc.		
Street Address:	2221 Camden Court		
Internal Address:	Suite 390		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523-2241		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76371372	RED OAK SPORTSWEAR	
Registration Number:	2661471	L C LEAGUE CITY	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 981-4714		
Email:	scwhartzme@pepperlaw.com		
Correspondent Name:	Mindy Ellis Schwartz, Esquire		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
NAME OF SUBMITTER:	Mindy Ellis Schwartz		
Signature:	/mindyellischwartz/		

OP \$65.00 76371372

Date:

03/17/2005

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) dated February 28, 2005 is made by and between Knights Apparel, Inc., a Delaware corporation (“Assignor”), and Red Oak Sportswear, Inc., a Texas corporation (“Assignee”).

WHEREAS, pursuant to an Asset Purchase Agreement to be executed on or about the date hereof, by and among Assignor, Assignee and certain other parties (“Purchase Agreement”), Assignee intends to purchase certain assets of Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee shall enter into this Assignment pursuant to which Assignor shall assign to Assignee, and Assignee shall purchase, Assignor’s entire right, title and interest in and to the Red Oak Intellectual Property (as defined below);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

Definitions

Any capitalized terms not defined herein shall have the definition set forth with respect thereto in the Purchase Agreement. The following definitions shall apply to this Assignment:

“Red Oak Intellectual Property” means Patents, Trademarks, Copyrights and Trade Secrets.

“Copyrights” means all United States and foreign registered copyrights, copyright applications, unregistered copyrights, copyrightable works and software (including all object and source codes and associated user and technical documentation) owned or licensed by Assignor, which are material to the Purchased Business or which Assignor is authorized to use in the Purchased Business, including all applications, registrations and renewals in connection therewith, including, without limitation, the registrations and applications set forth on Exhibit A hereto.

“Patents” means all patents and pending applications for patents of the United States and all countries foreign thereto owned or licensed by Assignor, which are material to the Purchased Business or which Assignor is authorized to use in the Purchased Business, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under letters patent, certificates of intention and utility models which have been opened for public inspection, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, and all reissues, divisions, continuations and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit B hereto.

“Trademarks” means all United States and foreign registered trademarks and service marks, and all trademark and service mark applications, unregistered trademarks and service marks, domain names, trade dress, logos, trade names, fictitious names, brand names,

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brand marks and corporate names, together with all translations, adaptations, derivations and combinations thereof, owned or licensed by Assignor, which are material to the Purchased Business or which Assignor is authorized to use in the Purchased Business, and any registrations, applications, and renewals thereof, whether foreign or domestic, and any goodwill associated therewith, including, without limitation, the trademarks, service marks and trade names set forth on Exhibit C hereto.

“Trade Secrets” means all United States and foreign trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) owned or licensed by Assignor which are material to the Purchased Business or which Assignor is authorized to use in the Purchased Business.

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest, if any, in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.
2. Assignee hereby accepts the foregoing assignment and assumes any liabilities, debts or obligations associated with the Copyrights and solely arising from and after the effective date of this Agreement.
3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, at Assignee’s sole cost, in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest, if any, in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.
5. Assignee hereby accepts the foregoing assignment and assumes any liabilities, debts or obligations associated with the Trademarks and solely arising from and after the effective date of this Agreement.

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6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, at Assignee's sole cost, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices or any domain name registrar.

7. Assignor hereby agrees not to use or seek registration of, in the United States or any other jurisdiction in the world, now or in the future, any trade name, trademark, service mark, domain name or other indicia of origin or source that is colorably similar to, or may create any potential (including, without limitation, a likelihood of) confusion with, any of the Trademarks.

PATENTS

8. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest, if any, in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

9. Assignee hereby accepts the foregoing assignment and assumes any liabilities, debts or obligations associated with the Patents and solely arising from and after the effective date of this Assignment.

10. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, at Assignee's sole expense, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

TRADE SECRETS

11. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest, if any, in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

12. Assignee hereby accepts the foregoing assignment and assumes any liabilities, debts or obligations associated with the Trade Secrets and solely arising from or after the effective date of this Assignment.

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13. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

GENERAL

15. Entire Agreement. This Assignment, and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

16. Representations and Warranties. Assignor represents, covenants and warrants with and to Assignee that (a) Assignor has all of the right, title and interest necessary to grant to Assignee the rights granted to Assignee hereunder, (b) Assignor has not previously sold, assigned, or otherwise transferred, in whole or in part, any of its right, title or interest in and to the Red Oak Intellectual Property, and (c) the representations and warranties that shall be made by Assignor in Section 2.14 of the Purchase Agreement shall be true and correct with respect to the Red Oak Intellectual Property.

17. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

18. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

19. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

20. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

If to Assignor:	Red Oak Sportswear, Inc. 112 Holleman Drive College Station, Texas 77840 Attn: George Warny Tel: (979) 696-0513 Fax: (979) 297-9793
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EXECUTION COPY

with a copy to: Haynes and Boone, L.L.P.
One Houston Center
1221 McKinney, Suite 2100
Houston, Texas 77010
Attn: Steven A. Buxbaum, Esquire
Tel: (713) 547-2041
Fax: (713) 236-5404

If to Assignee: Knights Apparel, Inc.
c/o Milestone Capital Partners, L.P.
919 Conestoga Road
Suite #109
Rosemont, Pennsylvania 19010
Attn: W. Scott Warren
Tel: (610) 526-2708
Fax: (610) 526-2701

with a copy to: Pepper Hamilton LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, Pennsylvania 19103
Attn: Bruce K. Fenton, Esquire
Tel: (215) 981-4000
Fax: (215) 981-4750

21. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

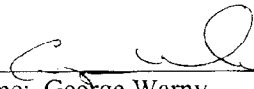
22. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.]

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

RED OAK SPORTSWEAR, INC.

By: 
Name: George Warny
Title: Chairman of the Board

KNIGHTS APPAREL, INC.

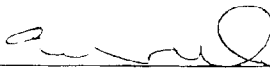
By: _____
Name: Joseph Bozich
Title: Chief Executive Officer and Assistant
Treasurer

ACKNOWLEDGMENT

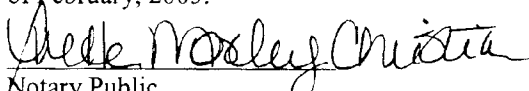
STATE OF TEXAS :
 : ss.
COUNTY OF HARRIS :

George Warny, being duly sworn, says that he is the Chairman of the Board of Red Oak Sportswear, Inc., a Texas corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Red Oak Sportswear, Inc., pursuant to due authority.

RED OAK SPORTSWEAR, INC.

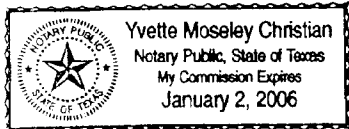
By: 
Name: George Warny
Title: Chairman of the Board

Sworn to and subscribed
before me this 24th day
of February, 2005.


Notary Public

My commission expires: 1/2/2006

(SEAL)

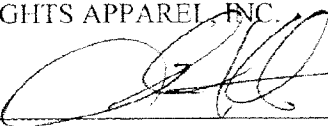


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

RED OAK SPORTSWEAR, INC.

By: _____
Name: George Warny
Title: Chairman of the Board

KNIGHTS APPAREL, INC.

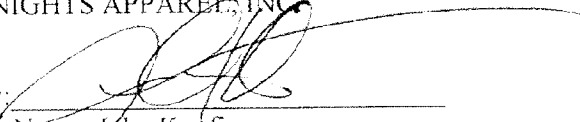
By:  _____
Name: John Koufis
Title: Chief Financial Officer

ACKNOWLEDGMENT

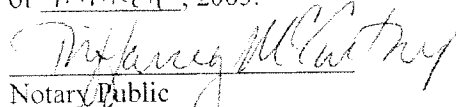
STATE OF DELAWARE :
 : ss.
COUNTY OF [] :

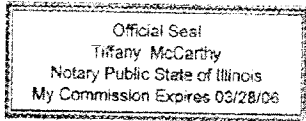
John Koufis, being duly sworn, says that he is the Chief Financial Officer of Knights Apparel, Inc., a Delaware corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Knights Apparel, Inc., pursuant to due authority.

KNIGHTS APPAREL, INC.

By: 
Name: John Koufis
Title: Chief Financial Officer

Sworn to and subscribed
before me this 9th day
of MARCH, 2005.


Notary Public



My commission expires: 3/28/06

(SEAL)

EXHIBIT C

U.S. FEDERAL AND STATE TRADEMARKS

<u>Mark</u>	<u>Original Registration Date-Status</u>	<u>Owner of Record</u>	<u>Registration or Application #</u>
RED OAK SPORTSWEAR	Filed February 15, 2002 -- Suspended	Red Oak Sportswear, Inc.	76371372
LC LEAGUE CITY & design	December 17, 2002	Red Oak Sportswear, Inc.	2661471

COMMON LAW TRADEMARKS

<u>Mark</u>
RED OAK
RED OAK SPORTSWEAR
LEAGUE CITY
LC LEAGUE CITY & DESIGN

TRADE NAMES

Red Oak
Red Oak Sportswear

DOMAIN NAMES

redoak-cc.com