

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
Robison-Anton Textile Company		08/29/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	American & Efird, Inc.		
Street Address:	22 American Street		
City:	Mount Holly		
State/Country:	NORTH CAROLINA		
Postal Code:	28120		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2794444	MOONGLOW	
Registration Number:	2074087	RA	
Registration Number:	2750958	RA MINI KING	
Registration Number:	2713303	ROBISON - ANTON	
Registration Number:	2837457	SUPER BRITE POLYESTER	
Registration Number:	2749835	SUPER LUSTER	
Registration Number:	2837458	SUPER STRENGTH RAYON	
Registration Number:	2734313	THERE'S A ROBISON-ANTON THREAD FOR EVERY SEASON	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8807		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	704/343-2161		
Email:	gina.eikenberry-wray@hmw.com		
Correspondent Name:	Gina Eikenberry-Wray, Paralegal		

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TRADEMARK
REEL: 003172 FRAME: 0782

Address Line 1: 201 North Tryon Street, P.O. Box 31247
Address Line 4: Charlotte, NORTH CAROLINA 28231

ATTORNEY DOCKET NUMBER: 4003250-285

NAME OF SUBMITTER: Bruce N. Anton

Signature: /Bruce N. Anton/

Date: 10/10/2005

Total Attachments: 4

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of August 29, 2005, by Robison-Anton Textile Co., a New Jersey corporation ("RATC"), R.A. Manufacturing, Inc., a Pennsylvania corporation ("RAMI"), Bloomsburg Dye Company, Inc., a Pennsylvania corporation ("BLD"), R.A. Bobbins, L.L.C., a New Jersey limited liability company ("RAB" and, together with RATC, RAMI and BLD, the "Assignors"), to American & Efird, Inc., a North Carolina corporation ("Assignee").

Assignee, the Assignors and the Assignors' shareholders are parties to an Asset Purchase Agreement dated as of August 22, 2005 (the "Agreement"), pursuant to which each Assignor has agreed to sell to Assignee and Assignee has agreed to buy from each Assignor the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of each Assignor. Pursuant to the Agreement, each Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, each Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of each Assignor's worldwide right, title and interest in, to and under each Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, each Assignor, for and in exchange for the payment of the Purchase Price (as defined in the Agreement), the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of each Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by either Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

[Signature pages follow]

IN WITNESS WHEREOF, each Assignor has caused its duly authorized representative to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ROBISON-ANTON TEXTILE CO.

By: _____

Bruce N. Anton, President

State of New Jersey)

County of Bergen)

ss.:

On this 29 day of August, 2005, before me, LOUIS P. LOVISA, personally appeared Bruce N. Anton, President of Robison-Anton Textile Co., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Louis P. Lovisa

Notary Public

LOUIS P. LOVISA

**Notary Public, State of New Jersey
My Commission Expires July 20, 2010**

R.A. MANUFACTURING, INC.

By: _____

Bruce N. Anton, President

State of New Jersey)

County of Bergen)

ss.:

On this 29 day of August, 2005, before me, LOUIS P. LOVISA, personally appeared Bruce N. Anton, President of R.A. Manufacturing, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Louis P. Lovisa

Notary Public

Signature Page of the Assignment of Servicemarks and Trademarks **LOUIS P. LOVISA**

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**Notary Public, State of New Jersey
My Commission Expires July 20, 2010
TRADEMARK**

REEL: 003172 FRAME: 0785

BLOOMSBURG DYE COMPANY, INC.

By:

Bruce N. Anton
Bruce N. Anton, President

State of

New Jersey

)

County of

Bergen

)

ss.:

On this 29 day of August, 2005, before me, LOUIS P. LOVISA, personally appeared Bruce N. Anton, President of Bloomsburg Dye Company, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Louis P. Lovisa

Notary Public

LOUIS P. LOVISA

Notary Public, State of New Jersey
My Commission Expires July 20, 2010

R.A. BOBBINS, L.L.C.

By:

Bruce N. Anton
Bruce N. Anton, President

State of

New Jersey

)

County of

Bergen

)

ss.:

On this 29 day of August, 2005, before me, LOUIS P. LOVISA, personally appeared Bruce N. Anton, President of R.A. Bobbins, L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Louis P. Lovisa

Notary Public

LOUIS P. LOVISA

Notary Public, State of New Jersey
My Commission Expires July 20, 2010

Signature Page of the Assignment of Servicemarks and Trademarks

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Schedule A

1. Servicemarks and Trademarks currently or previously registered with and pending registration with the United States Patent and Trademark Office, including the following:

ROBISON-ANTON TEXTILE COMPANY - TRADEMARKS			
MARK	STATUS	REGISTRATION NO.	CLASS/GOODS
Moonglow	Registered – 2/16/03	2,794,444	Yarns and threads 23
RA (stylized) (design included)	Registered – 6/24/97	2,074,087	Yarns, embroidery threads 23
RA MINI KING & Design	Registered – 08/12/03	2,750,958	Yarns and threads 23
Robison-Anton	Registered – 05/06/03	2,713,303	Yarns and threads 23
Super Brite Polyester	Registered (supplemental)- 04/27/04	2,837,457	Polyester yarns and threads 23
Super Luster	Registered – 08/12/03	2,749,835	Yarns and threads 23
Super Strength Rayon	Registered (supplemental)- 04/27/04	2,837,458	Rayon yarns and threads 23
There's A Robison-Anton Thread For Every Season	Registered – 07/08/03	2,734,313	Yarns and threads 23

2. All rights in the name Robison-Anton Textile Co. and Robison-Anton Textile Company.

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