

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

WG Apparel, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) September 28, 2001  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Sale and Purchase Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: E. C. Mitchell, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 88 Boston Street  
City: Middleton  
State: Massachusetts  
Country: U.S.A. Zip: 01949

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship U.S.A. (New Jersey)
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 2,435,180 & 2,455,066

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Robert P. Michal  
Internal Address: Frishauf, Holtz, Goodman & Chick, P.C.  
Street Address: 220 Fifth Avenue  
City: New York  
State: New York Zip: 10001-7708  
Phone Number: (212) 319-4900  
Fax Number: (212) 319-5101  
Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 80.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
a. Credit Card Last 4 Numbers 1118  
Expiration Date 10-2008  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  \_\_\_\_\_  
Signature Date December 29, 2005

Robert P. Michal  
Name of Person Signing Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 2435180

**COPY**

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**SALE AND PURCHASE AGREEMENT**

**Dated as of September 28, 2001**

**Among**

**WILLCOX & GIBBS, INC.,**

**WG APPAREL, INC.**

**and**

**E.C. MITCHELL, INC.**

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## SALE AND PURCHASE AGREEMENT

SALE AND PURCHASE AGREEMENT, dated as of September 28, 2001 (the "*Agreement*"), by and among WILLCOX & GIBBS, INC., a Delaware corporation and debtor and debtor in possession under Chapter 11 of the Bankruptcy Code ("*Parent*"), WG APPAREL, INC., a Delaware corporation and debtor and debtor in possession under Chapter 11 of the Bankruptcy Code ("*Seller*"), and E.C. MITCHELL, INC., a New Jersey corporation ("*Buyer*").

Seller is in the business of distributing equipment, parts and supplies used in the manufacture of apparel, textile and other sewn products including, through its E.C. Mitchell division ("*Mitchell*"), the business of manufacturing and selling abrasive cords and tapes used principally in the apparel industry (the "*Mitchell Business*"). Seller is a wholly-owned subsidiary of Parent. Seller and Parent are debtors and debtors in possession in cases (collectively, the "*Bankruptcy Case*") under Chapter 11 of Title 11 of the United States Code (the "*Bankruptcy Code*") pending in the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") and jointly administered under Case No. 01-10061. Seller desires to sell, and Buyer desires to purchase, subject to the terms and conditions hereof, the properties and assets of Seller relating to Mitchell that are described in Section 1.1 (the "*Assets*")

Accordingly, the parties agree as follows:

### 1. SALE AND PURCHASE

Subject to the terms and conditions hereof, at the closing referred to in Section 3.2 the "*Closing*") Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of the Assets. The date on which the Closing shall occur is hereafter called the "*Closing Date*."

#### 1.1 Assets

As used herein, "*Assets*" shall mean all of Seller's right, title and interest in, to and under the properties and assets that are both (i) used or held for use by Seller exclusively for the Mitchell Business and not in any of Seller's other businesses or affairs (or, in the case of accounts and notes receivable, generated solely by the Mitchell Business) and (ii) solely of the following categories:

- (a) All accounts and notes receivable.
- (b) All inventories, including raw materials, work in process and finished goods.
- (c) All prepaid expenses and deferred expenses.
- (d) All machinery, equipment, computer hardware and software, leasehold improvements, tools and dies, office supplies, furniture, fixtures, spare parts, supplies and other fixed assets.

(e) The real property located at 88 Boston Street, Middleton, Massachusetts ("*Owned Real Property*"), and all improvements thereon and rights appurtenant thereto, as more particularly described on Schedule 1.1(e) attached hereto.

(f) All rights, if any, to use the name "*E.C. Mitchell*" and to use any other service marks, trademarks and trade names presently or previously used by Seller in the conduct of the Mitchell Business ("*Trade Names*").

(g) All of the following agreements, leases, contracts, commitments and instruments to which Seller is a party (collectively, "*Assumed Contracts*"): (i) all unperformed contracts for the sale or other furnishing to customers by Seller of goods or services; and (ii) all unperformed contracts for the acquisition by Seller of goods or services.

(h) All claims and rights against third parties (excluding Seller and its Affiliates) related to the Assets, including, without limitation, unliquidated rights under manufacturers' and vendors' warranties.

(i) All licenses, permits, franchises and orders issued by any governmental authority, to the extent transferable to Buyer.

(j) All security deposits and other amounts held in escrow relating to any of the Assets.

(k) All documents, books and records of Seller related to the Assets, including without limitation: copies of lists of customers and suppliers, records with respect to items in subsections (a) - (j) above, business development plans, advertising matter, catalogues, brochures, correspondence with customers, mailing lists, photographs, sales materials and records, purchasing materials and records, operating manuals and guidelines, software manuals, data stored on electronic, optical or magnetic form, sales order files, personnel records of employees and accounting, tax and legal files. Seller, however, shall be entitled to retain copies of any such documents, books or records.

## 1.2 Assurances

After the Closing, for no further consideration, Seller shall perform all such other actions and shall execute, acknowledge and deliver all such other documents as Buyer may reasonably request to vest in Buyer, and protect its right, title and interest in, and enjoyment of, the Assets. Buyer shall similarly perform all such other actions and shall execute and deliver all such other documents as Seller may reasonably request to perfect and protect Seller's rights under this Agreement.

## 2. ASSUMPTION OF OBLIGATIONS

### 2.1 Assumed Contracts

Buyer shall assume as of the Closing and pay, perform and discharge when due those obligations of Seller to be performed under the Assumed Contracts.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first above written.

**E.C. MITCHELL, INC.**

By: 

Name: John K. Ziegler  
Title: Chairman of the Board and  
Chief Executive Officer  
Address: 88 Boston Street  
Middleton, Massachusetts 01949

**WG APPAREL, INC.**

By: 

Name: John K. Ziegler  
Title: Chairman of the Board and  
Chief Executive Officer  
Address: 12 Bank Street, Suite 101  
Summit, New Jersey 07901

**WILLCOX & GIBBS, INC.**

By: 

Name: John K. Ziegler  
Title: Chairman of the Board and  
Chief Executive Officer  
Address: 12 Bank Street, Suite 101  
Summit, New Jersey 07901