

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/26/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stowe-Pharr Mills, Inc.		03/10/2005	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

Name:	Pharr Yarns, LLC
Street Address:	100 Main Street
City:	McAdenville
State/Country:	NORTH CAROLINA
Postal Code:	28101
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1644438	
Registration Number:	2210319	CAVALIER TEXTILES

**CORRESPONDENCE DATA**

Fax Number: (704)375-0729  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704.375.9249  
 Email: j.scott.evans@adamspat.com  
 Correspondent Name: J. Scott Evans  
 Address Line 1: 301 S. Tryon Street  
 Address Line 2: 2180 Two Wachovia Center  
 Address Line 4: Charlotte, NORTH CAROLINA 28282

ATTORNEY DOCKET NUMBER:	PHARR YARNS. LLC
NAME OF SUBMITTER:	J. Scott Evans

CH \$65.00 1644438

Signature:	/J. Scott Evans/
Date:	02/22/2006
<b>Total Attachments: 8</b> source=1779&7_assign#page1.tif source=1779&7_assign#page2.tif source=1779&7_assign#page3.tif source=1779&7_assign#page4.tif source=1779&7_assign#page5.tif source=1779&7_assign#page6.tif source=1779&7_assign#page7.tif source=1779&7_assign#page8.tif	

**ARTICLES OF MERGER & SHARE EXCHANGE  
STOWE-PHARR MILLS, INC. INTO PHARR YARNS, L  
BELMONT LAND, INC. (f/k/a BELMONT LAND AND INVESTMENT COMPANY) INTO  
BELMONT LAND AND INVESTMENT COMPANY, LLC  
IN EXCHANGE FOR SHARES OF WELLINGTON HOLDING, LTD.**

Pursuant to North Carolina General Statute Sections 55-11-05, 55-11-10(d), 55A-11-09(d) and 57C-9A-22, as applicable, the undersigned surviving entities do hereby submit the following Articles of Merger and Share Exchange as the surviving business entities in a merger and share exchange.

1. The name of the surviving entities are Pharr Yarns, LLC, a limited liability company organized under the laws of North Carolina, and Belmont Land and Investment Company, LLC, a limited liability company organized under the laws of North Carolina.
2. The name of the merged entities are Stowe-Pharr Mills, Inc., a corporation organized under the laws of North Carolina (which is merging into Pharr Yarns, LLC pursuant to the Plan of Merger attached hereto as Exhibit A), and Belmont Land, Inc., a corporation organized under the laws of North Carolina (which is merging into Belmont Land and Investment Company, LLC pursuant to the Plan of Merger attached hereto as Exhibit B).
3. The name of the acquiring corporation in the share exchange is Wellington Holding, Ltd., a corporation organized under the laws of North Carolina; the name of the corporations whose shares were acquired are Stowe-Pharr Mills, Inc., a corporation organized under the laws of North Carolina (whose shares are being exchanged for shares in Wellington Holding, Ltd. pursuant to the Plan of Share Exchange attached hereto as Exhibit C), and Belmont Land, Inc., a corporation organized under the laws of North Carolina (whose shares are being exchanged for shares in Wellington Holding, Ltd. pursuant to the Plan of Share Exchange attached hereto as Exhibit C).
4. The address of each surviving entity and the acquiring corporation is:  

100 Main Street  
McAdenville, North Carolina 28101      Gaston County
5. Attached are copies of each Plan of Merger and the Plan of Share Exchange that were duly approved by each merging business entity or unincorporated entity in the manner required by law.
6. With respect to the surviving entities, the mergers were approved by the unanimous consent of the members of each surviving limited liability company.
7. With respect to the merged entities, shareholder approval was required for the mergers, and the plans of merger were approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
8. With respect to the acquiring corporation in the share exchange, shareholder approval was required for the share exchange, and the plan of share exchange was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
9. With respect to the corporations whose shares were acquired, shareholder approval was required for the share exchange, and the plan of share exchange was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
10. The mergers are permitted by the North Carolina General Statutes (the law of the state or country governing the organization and internal affairs of each merging business entity).
11. Each business entity that is a party to the merger has complied or shall comply with the North Carolina General Statutes (the laws of the state or country governing its organization and internal affairs).
12. These articles will be effective at 11:59:59 P.M. March 26, 2005.

This the 9th day of March, 2005.

**Surviving Corporation Acquiring Shares Pursuant to Share Exchange:**

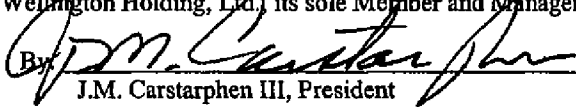
Wellington Holding, Ltd., a North Carolina corporation

By:   
J.M. Carstarphen III, President

**Surviving Entity Pursuant to Plan of Merger:**

Pharr Yarns, LLC, a North Carolina limited liability company

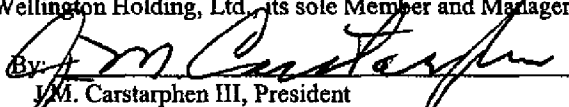
By: Wellington Holding, Ltd., its sole Member and Manager

By:   
J.M. Carstarphen III, President

**Surviving Entity Pursuant to Plan of Merger:**

Belmont Land and Investment Company, LLC, a North Carolina limited liability company

By: Wellington Holding, Ltd., its sole Member and Manager

By:   
J.M. Carstarphen III, President

**Exhibit A**

**Plan of Merger  
Stowe-Pharr Mills, Inc. into Pharr Yarns, LLC,  
a wholly-owned subsidiary of Wellington Holding, Ltd.**

**A. Entity Participating in Merger.** The name of the entity which will merge is Stowe-Pharr Mills, Inc., a North Carolina corporation (the "Merging Corporation"), and the name of the entity into which the Merging Corporation will merge is Pharr Yarns, LLC, a North Carolina limited liability company (the "Surviving Entity"). The Surviving Entity is a wholly-owned subsidiary of Wellington Holding, Ltd., a North Carolina corporation ("Wellington"). The Merging Corporation and Surviving Entity are hereinafter referred to collectively as the "Constituent Entities."

**B. Name of Surviving Entity.** After the merger, the Surviving Entity will have the name Pharr Yarns, LLC, a North Carolina limited liability company.

**C. Merger.**

1. The merger of the Merging Corporation into the Surviving Entity shall be effective pursuant to the terms and conditions of this Plan at 11:59 p.m., March 26, 2005 (the "Effective Time").

2. At the Effective Time and subject to and upon the terms and conditions of this Agreement, the applicable provisions of the North Carolina Business Corporation Act and any other agreement between the Constituent Entities:

(i) The Merging Corporation shall be merged with and into the Surviving Entity, the wholly-owned subsidiary of Wellington; the separate corporate existence of such Merging Entity shall cease; the corporate existence of the Surviving Entity shall continue as a limited liability company established under the laws of the state of North Carolina; and the corporate existence of the Wellington shall continue as a corporation established under the laws of the state of North Carolina; and

(ii) All liabilities and assets of every nature of the Merging Corporation shall become those of the Surviving Entity by operation of law.

3. Until the Effective Time of the merger, each Constituent Entity shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other Constituent Entity.

4. From and after the Effective Time, the separate existence of the Merging Corporation shall cease, and the Surviving Entity shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent Entities; and all property real, personal and mixed, and all debts due on whatever

account, and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Entities shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate or any interest therein, vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of each of the Constituent Entities; and any claim existing or action or proceeding, civil or criminal, pending by or against any of the Constituent Entities may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in their place; and any judgment entered against any of the Constituent Entities may be enforced against the Surviving Entity. Neither the rights of creditors nor any liens upon the property of any of the Constituent Entities shall be impaired by reason of the Merger.

**D. Conversion and Exchange of Shares.** At the Effective Time, the outstanding shares of the Merging Corporation will be converted and exchanged pursuant to the Plan of Share Exchange attached hereto as Exhibit C.

**E. Directors.** The Board of Directors of Wellington as of the Effective Time shall consist of the following three (3) persons, all of whom were selected by the shareholders of the Merging Corporation and the shareholders of Wellington. Such persons shall serve as directors of Wellington from the Effective Time until their respective successors are duly elected and appointed and qualified in the manner provided in the bylaws of Wellington or as otherwise provided by law:

Catherine Ann Pharr Carstarphen  
J.M. Carstarphen, III  
J. Martin Carstarphen, IV  
William J. Pharr Carstarphen  
Catherine S.P. Carstarphen

**F. Abandonment.** After approval of this Agreement by the shareholders of the Merging Corporation and Wellington, and at any time prior to the merger's becoming effective, the Board of Directors of Wellington may, in their discretion, abandon the merger.

**Exhibit B**

**Plan of Merger**

**Belmont Land, Inc. into Belmont Land and Investment Company, LLC,  
a wholly-owned subsidiary of Wellington Holding, Ltd.**

**A. Entity Participating in Merger.** The name of the entity which will merge is Belmont Land, Inc., a North Carolina corporation (the "Merging Corporation"), and the name of the entity into which the Merging Corporation will merge is Belmont Land and Investment Company, LLC, a North Carolina limited liability company (the "Surviving Entity"). The Surviving Entity is a wholly-owned subsidiary of Wellington Holding, Ltd., a North Carolina corporation ("Wellington"). The Merging Corporation and Surviving Entity are hereinafter referred to collectively as the "Constituent Entities."

**B. Name of Surviving Entity.** After the merger, the Surviving Entity will have the name Belmont Land and Investment Company, LLC, a North Carolina limited liability company.

**C. Merger.**

1. The merger of the Merging Corporation into the Surviving Entity shall be effective pursuant to the terms and conditions of this Plan at 11:59 p.m., March 26, 2005 (the "Effective Time").

2. At the Effective Time and subject to and upon the terms and conditions of this Agreement, the applicable provisions of the North Carolina Business Corporation Act and any other agreement between the Constituent Entities:

(i) The Merging Corporation shall be merged with and into the Surviving Entity, the wholly-owned subsidiary of Wellington; the separate corporate existence of such Merging Entity shall cease; the corporate existence of the Surviving Entity shall continue as a limited liability company established under the laws of the state of North Carolina; and the corporate existence of the Wellington shall continue as a corporation established under the laws of the state of North Carolina; and

(ii) All liabilities and assets of every nature of the Merging Corporation shall become those of the Surviving Entity by operation of law.

3. Until the Effective Time of the merger, each Constituent Entity shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other Constituent Entity.

4. From and after the Effective Time, the separate existence of the Merging Corporation shall cease, and the Surviving Entity shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent Entities; and all property real, personal and mixed, and all debts due on whatever

account, and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Entities shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate or any interest therein, vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of each of the Constituent Entities; and any claim existing or action or proceeding, civil or criminal, pending by or against any of the Constituent Entities may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in their place; and any judgment entered against any of the Constituent Entities may be enforced against the Surviving Entity. Neither the rights of creditors nor any liens upon the property of any of the Constituent Entities shall be impaired by reason of the Merger.

**D. Conversion and Exchange of Shares.** At the Effective Time, the outstanding shares of the Merging Corporation will be converted and exchanged pursuant to the Plan of Share Exchange attached hereto as Exhibit C.

**E. Directors.** The Board of Directors of Wellington as of the Effective Time shall consist of the following three (3) persons, all of whom were selected by the shareholders of the Merging Corporation and the shareholders of Wellington. Such persons shall serve as directors of Wellington from the Effective Time until their respective successors are duly elected and appointed and qualified in the manner provided in the bylaws of Wellington or as otherwise provided by law:

Catherine Ann Pharr Carstarphen  
J.M. Carstarphen, III  
J. Martin Carstarphen, IV  
William J. Pharr Carstarphen  
Catherine S.P. Carstarphen

**F. Abandonment.** After approval of this Agreement by the shareholders of the Merging Corporation and Wellington, and at any time prior to the merger's becoming effective, the Board of Directors of Wellington may, in their discretion, abandon the merger.



**Exhibit C**

**Plan of Share Exchange  
Stowe-Pharr Mills, Inc. and Belmont Land, Inc.  
for shares of Wellington Holding, Ltd.**

**A. Entities Participating in Share Exchange.** The names of the entities whose shares will be acquired are Stowe-Pharr Mills, Inc., a North Carolina corporation ("Pharr") and Belmont Land, Inc., a North Carolina corporation ("Belmont") (together, the "Acquired Corporations"), and the name of the entity which will acquire the shares of the Acquired Corporations is Wellington Holding, Ltd., a North Carolina corporation ("Wellington"). The Acquired Corporations and Wellington are hereinafter referred to collectively as the "Constituent Entities."

**B. Share Exchange.**

1. The exchange of shares of the Acquired Corporations for shares of Wellington shall be effective pursuant to the terms and conditions of this Plan at 11:59 p.m. on March 26, 2005 (the "Effective Time").

2. At the Effective Time and subject to and upon the terms and conditions of this Plan of Share Exchange, the applicable provisions of the North Carolina Business Corporation Act and any other agreement between the Constituent Entities, all of the issued and outstanding capital stock of the Acquired Corporations shall be acquired by Wellington in exchange solely for newly issued shares of the Wellington's voting common stock and non-voting common stock.

3. Until the Effective Time of the share exchange, each Constituent Entity shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other Constituent Entity.

**C. Conversion and Exchange of Shares.** At the Effective Time, the outstanding shares of the Acquired Corporations will be converted and exchanged as follows:

1. **Constituent Entities.** Each outstanding share of each of the Acquired Corporations will be cancelled of record and no longer be issued and outstanding as of the Effective Time. Such shares will be exchanged for shares of Wellington common stock, to be issued as follows: for each share of Pharr Series A Voting Preferred, 1.64289 shares; for each share of Pharr Series B Non-Voting Preferred, 1.64289 shares; for each share of Pharr Series C Non-Voting Common, 95.06764 shares; for each share of Belmont Series A Voting Preferred, 1.64289 shares; for each share of Belmont Series A Voting Common, 831.95709 shares; for each share of Belmont Series B Non-Voting Common, 831.95709 shares; for a total of One Million (1,000,000) shares of Wellington common stock. The Wellington common stock will then be allocated between Series A Voting Common (1,000 shares) and Series B Non-Voting Common (999,000 shares) as follows: the 1,000 Series A Voting Common shares shall be allocated to the shareholders that previously owned Pharr Series A Voting Preferred, Belmont Series A Voting Preferred and

Belmont Series A Voting Common in proportion to each such shareholder's Weighted Average Voting Percentage based on the relative values assigned to Pharr and Belmont, as shown on Exhibit A, attached hereto and incorporated herein by this reference, and the remainder of shares converted shall be allocated to Series B Non-Voting Common. Concurrently with the conversion and share exchange, the one (1) share of Wellington Series A Voting Common outstanding prior to the conversion and share exchange shall be cancelled.

2. Surrender of Share Certificates. Each holder of a certificate representing shares to be converted or exchanged in the merger will surrender such certificate and after the Effective Time will be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Wellington to which he is entitled under this Agreement. Until so surrendered, each outstanding certificate that prior to the Effective Time represented shares of a Constituent Entity shall be deemed for all purposes to evidence ownership of the consideration to be conveyed for such shares under this Agreement.

**D. Abandonment.** After approval of this Agreement by the shareholders of the Acquired Corporations and Wellington, and at any time prior to the merger's becoming effective, the Board of Directors of Wellington may, in their discretion, abandon the merger.