# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/02/2006

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FUN-TEES, INC.		110/02/2006	CORPORATION: NORTH CAROLINA

#### **RECEIVING PARTY DATA**

Name:	DELTA APPAREL, Inc.	
Street Address:	2750 Premiere Parkway	
Internal Address:	Suite 100	
City:	Duluth	
State/Country:	GEORGIA	
Postal Code:	30097	
Entity Type:	CORPORATION: GEORGIA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1911515	FUN TEES

# CORRESPONDENCE DATA

Fax Number: (202)530-1055

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-530-1010
Email: wolsen@fchs.com

Correspondent Name: Warren E. Olsen (Reg. No. 27,290)

Address Line 1: 30 Rockefeller Plaza

Address Line 2: 38th Floor

Address Line 4: New York, NEW YORK 10112-3801

ATTORNEY DOCKET NUMBER: 01044.T6001

NAME OF SUBMITTER: Warren E. Olsen (Reg. No. 27,290)

TRADEMARK

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Signature:	/warreneolsen/
Date:	10/30/2006
Total Attachments: 3 source=1044.T6001 Assign#page1.tif source=1044.T6001 Assign#page2.tif source=1044.T6001 Assign#page3.tif	

TRADEMARK REEL: 003418 FRAME: 0207

# TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark and Service Mark Assignment (this "Assignment") is effective as of October 2, 2006, between Fun-Tees, Inc., a North Carolina corporation ("Assignor"), and Delta Apparel, Inc., a Georgia corporation ("Assignee").

In consideration of the mutual promises, covenants, and agreements contained in the Asset Purchase Agreement dated as August 17, 2006, to which Assignor and Assignee are parties, Assignor and Assignee agree as follows:

- 1. Assignor covenants that it has obtained rights and ownership in and to certain trade names, service marks, and trademarks, which are more particularly listed on <u>Exhibit A</u> attached hereto (collectively, the "Trademarks").
- 2. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all Assignor's right, title, and interest in and to the Trademarks, including, without limitation, all goodwill of the business symbolized by the Trademarks. Assignor represents and warrants to Assignee that the Trademarks are transferred free and clear of all Liens except for Permitted Liens.
- 3. Assignor shall take whatever further action is deemed necessary or appropriate by Assignee to effect properly and completely the transfer to Assignee of the Trademarks and to establish full ownership of the Trademarks by Assignee.
- 4. This Agreement shall be construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law thereunder.

FUN-TEES, INC.	DELTA APPAREL, INC.
By: M. F. Wall	Ву:
Name: Marcus F. Weibel	Name:
Title: Vice President of Finance	Title:

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- 4. This Agreement shall be construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law thereunder.

> TRADEMARK REEL: 003418 FRAME: 0209

Exhibit A

<u>Trademark</u> <u>Serial No./Registration No.</u> <u>Registration Date</u>

FUN TEES 74551968/1911515 August 15, 1995

**RECORDED: 10/30/2006** 

TRADEMARK REEL: 003418 FRAME: 0210