

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/02/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Willow Creek Apparel, Inc.		08/30/2007	CORPORATION: SOUTH CAROLINA

**RECEIVING PARTY DATA**

Name:	Russell-Newman, Ltd.
Composed Of:	COMPOSED OF Russell-Newman Management Company, LLC, a Texas Limited Liability Company
Street Address:	600 North Loop 288
Internal Address:	P.O. Box 2306
City:	Denton
State/Country:	TEXAS
Postal Code:	76202
Entity Type:	LIMITED PARTNERSHIP: TEXAS

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	76556827	WILLOW WEAR FLIP.IT
Serial Number:	75976013	WILLOW WEAR BY WILLOW CREEK
Serial Number:	73515806	WILLOW CREEK

**CORRESPONDENCE DATA**

Fax Number: (214)953-1121  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-953-1111  
 Email: sroberts@hitchcockevert.com  
 Correspondent Name: Elisabeth A. Evert  
 Address Line 1: P O Box 131709  
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OP \$90.00 76556827

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	RUSN-00901
NAME OF SUBMITTER:	Elisabeth A. Evert
Signature:	/Elisabeth A. Evert/
Date:	09/04/2007
Total Attachments: 2 source=WILLOW CREEK CA executed#page1.tif source=WILLOW CREEK CA executed#page2.tif	

## CONFIRMATORY ASSIGNMENT

This Agreement is by and between Willow Creek Apparel, Inc., a corporation organized under the laws of the State of South Carolina having its principal place of business at 529 Winston Road, Jonesville, North Carolina 28642 (hereinafter known as "Assignor") and Russell-Newman, Ltd., a Texas Limited Partnership, whose general partner is Russell-Newman Management Company, LLC, a Texas Limited Liability Company, USA, having its principal place of business at 600 North Loop 288, P.O. Box 2306, Denton, Texas 76202 (hereinafter "Assignee").

**WHEREAS**, Assignor was the sole owner of all right, title and interest in and to the following trademarks and/or service marks, and the goodwill of the business symbolized by the marks:

<b>Mark</b>	<b>Ser.No.</b>	<b>Reg. No.</b>
WILLOW WEAR FLIP.IT and Design	76-556,827	3,149,140
WILLOW WEAR BY WILLOW CREEK	75-976,013	2,095,398
WILLOW CREEK	73-515,806	1,349,640

**WHEREAS**, on the 2<sup>nd</sup> day of July, 2004, Assignee acquired the entire right, title and interest in and to said trademarks and/or service marks and all goodwill of the business symbolized by the marks;


**WHEREAS**, Assignee desires Assignor now to confirm said sale, assignment, and transfer insofar as it relates to said trademarks and/or service marks and all goodwill of the business symbolized by the marks;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Willow Creek Apparel, Inc., by these presents, confirms that effective the 2<sup>nd</sup> day of July, 2004, it sold, assigned, transferred and conveyed and as of the date signed below, does hereby sell, assign, transfer and convey unto Russell-Newman, Ltd., its successors, assigns and legal representatives the entire right, title and interest in and to the trademarks and/or service marks detailed above, together with all goodwill of the business symbolized by the marks, the same to be held and enjoyed by Russell-Newman, Ltd. for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

In order to give full force and effect to the assignment granted herein, Assignor further agrees to promptly obtain and execute formal assignment documents to assign the above-identified trademarks as may be dictated by the trademark laws of the various states.

**IN WITNESS WHEREOF**, said Assignor has hereunto executed this instrument on this 30th day of August, 2007.

Willow Creek Apparel, Inc.

By:   
Printed Name: David C. Martino  
Title: Vice President

Date: 8/30/07