

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
Fix-A-Stitch, Inc.		12/27/2006	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Consolidated Sewing Machine Co.		
Street Address:	131 West 25th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1416427	MEISTERGRAM	
Registration Number:	1974688	MACPHERSON MEISTERGRAM	
CORRESPONDENCE DATA			
Fax Number:	(617)646-8646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-646-8200		
Email:	dwtrademarks@wolfgreenfield.com		
Correspondent Name:	David Wolf, Esq.		
Address Line 1:	600 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	C1010/40003US00/DW		
NAME OF SUBMITTER:	David Wolf		
Signature:	/david wolf/		

CH 1416427 \$65.00

Date:

03/28/2008

Total Attachments: 18

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)/Execution Date(s):

Fix-A-Stitch, Inc.

Citizenship (see guidelines):

State of Incorporation - North Carolina

Execution Date(s): December 27, 2006

Additional name(s) of conveying party(ies) attached?

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

Name: Consolidated Sewing Machine Co.

Internal
Address:

Street Address: 131 West 25th Street
New York, NY 10001

Citizenship:

State of Incorporation - New York

If assignee is not domiciled in the United States, a domestic representative designation is attached.

(Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached?

3. Nature of conveyance:

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):

1,416,427; 1,974,688

Additional sheet(s) attached?

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

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

David Wolf
Wolf, Greenfield & Sacks, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, Massachusetts 02210-2206

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 65.00

Commissioner is authorized to charge the fee to the account of the undersigned.

8. Deposit account number: 23/2825

Authorized User Name: David Wolf

9. Signature

David Wolf



March 25, 2008

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, Fix-A-Stitch, Inc., a corporation of North Carolina having an office and place of business at 2035 Soapstone Northern Road, Staley, North Carolina 27355 has adopted and used the following marks and the trademark Registrations:

SCHEDULE OF TRADEMARKS

MARK	REG. NO.	REG. DATE
MEISTERGRAM	1,416,427	November 11, 1986
MACPHERSON MEISTERGRAM	1,974,688	May 24, 1996

WHEREAS, Consolidated Sewing Machine Co., a corporation of New York, having an office and place of business at 131 West 25th Street, New York, NY 10001 is desirous of acquiring said marks and the registrations therefor.

WHEREAS the assignor and the undersigned represents and warrants that it has a good and valid title, not subject to any liens or encumbrances by others, and further represents and warrants it will take such further steps as the assignee may reasonably request to perfect title in and to the marks and registrations in assignee; and

WHEREAS a certain lien was recorded on May 8, 2000 in the Assignment Branch of the United States Trademark and Patent Office on Reel/Frame 2124/0128 in favor of Bank of America Commercial Funding Division by MacPherson Meistergram, Inc. and whereas the lien was duly abandoned by order of the United States Bankruptcy Court for the District of Delaware in Case No. 01-10061 (PJW) in an order entitled "Amended Stipulation and Order to (i) Abandon Property Pursuant to 11 USC Section #54, and (ii) Providing for Cooperation in Recovering Certain Collateral" (Exhibit A hereto attached), dated June 27, 2002, and whereas Bank of America, aka Bank of America Commercial Finance assigned all of its rights, title and interest in and to all Trademarks and Brand names associated with MacPherson Meistergram Inc. in a document executed in June 2002 (Exhibit B hereto attached); and

WHEREAS Wilcox and Gibbs in a document dated April 24, 2002 (Exhibit C hereto attached) assigned all of its rights, title and interest in and to its assets including Trademarks and Brand names) associated with McPherson Meistergram to Fix-A-Stitch, Inc.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Meistergram, Inc. does hereby assign unto the said Consolidated Sewing Machine Co., all its rights, title and interest in and to the said marks and the registrations therefor, together with the goodwill of the business symbolized by said marks and the registrations therefor and including all rights to sue and recover for past infringement of said marks and the registrations therefor.

TO: SUBMITTER COMPANY: Faxed to Submitter's Fax Number

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Fix-A-Stitch, Inc.

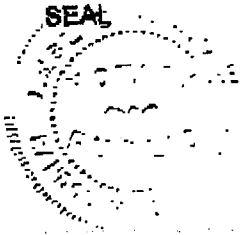
12/27/06
Date

By: [Signature]
Name: Charles Roembke
Title: President

STATE OF : North Carolina
COUNTY OF : Randolph Co.

Subscribed to and sworn before me this 27th day of December, 2006

[Signature]
Notary Public
My Commission Expires 5/24/07



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EXHIBIT A

TO: SUBMITTER COMPANY: Faxed to Submitter's Fax Number

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B. Prior to the Petition Date, the Debtors entered into that certain Loan and Security Agreement dated April 28, 2000 with BoFA's predecessor, Banc of America Commercial Finance (the "Prepetition Facility").

C. On August 8, 2001, the Bankruptcy Court entered an Interim Order authorizing the Debtors to incur and obtain secured post-petition financing from BoFA (the "Interim Order") and to use cash collateral (the "DIP Facility"). A Final Order approving the DIP Facility was entered by the Court on December 5, 2001.

D. The Debtors subsequently announced their intention to market and sell their assets and business operations through Court-approved auction and sales processes (the "Asset Sales").

E. Pursuant to the Prepetition Facility and the DIP Facility, BoFA holds liens in substantially all of the Debtors' assets (the "Collateral").

F. As a result of liens in and to the Debtors' assets, BoFA is entitled to all of the proceeds from the Asset Sales and any other liquidation of its Collateral (the "Proceeds").

G. To date, BoFA has applied all of the Proceeds derived from the liquidation of its Collateral through Asset Sales or otherwise to reduce the outstanding balances owed by the Debtors to BoFA pursuant to the Pre-petition Facility and DIP Facility (collectively, the "Indebtedness"). After applying the Proceeds to reduce the Indebtedness, the outstanding Indebtedness owed by the Debtors to BoFA totals approximately \$4,000,000 (the "Unpaid Balance").

H. That portion of BoFA's Collateral that has not been liquidated through the Asset Sales or otherwise is identified on Exhibit A hereto (the "Remaining Collateral").

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L. The Debtors' Chapter 11 Cases were converted to cases under Chapter 7 of the Bankruptcy Code pursuant to the Court's Order dated April 9, 2002.

J. On April 15, 2002, the United States Trustee appointed Michael B. Joseph, Esquire, as the interim Chapter 7 trustee for the Debtors' estates (the "Trustee").

K. Because the Unpaid Balance exceeds the fair market value of the Remaining Collateral, and because the Remaining Collateral is subject to BoFA's properly perfected, first priority liens, the Remaining Collateral is burdensome to the Debtors' estates or of inconsequential value to the Debtors' estates. Accordingly, the Trustee has agreed to abandon from the Debtors' estate all of the Debtors' rights, title and interest in the Collateral pursuant to Bankruptcy Code Section 554, including but not limited to the Remaining Collateral, to allow BoFA to sell, foreclose or otherwise dispose of the Collateral in such manner as BoFA deems appropriate.

L. On May 10, 2002, Superior Sewing Machine & Supply, LLC ("Superior") initiated an adversary proceeding against the Debtors and BoFA by filing a Complaint for Declaratory and Injunctive Relief, Adv. No. 02-03460 (the "Adversary Proceeding").

M. On May 15, 2002, BoFA filed a Stipulation and Order to Abandon Property Pursuant to 11 U.S.C. Section 554 and Providing for Cooperation in Recovering Certain Collateral (the "Original Stipulation") entered into by and between BoFA and the Chapter 7 trustee, Michael Joseph (the "Trustee"), on behalf of the Trustee.

N. On or about May 30, 2002, Pegasus Sewing Machine Company ("Pegasus") filed a Limited Objection to the Original Stipulation (the "Pegasus Objection"). BoFA and Pegasus

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have entered into a settlement of the parties' dispute which requires the Original Stipulation to be amended.

D. BoFA and Superior intend to resolve the Adversary Proceeding. The resolution and ultimate dismissal of the Adversary Proceeding also requires the Original Stipulation to be amended.

F. The Trustee has determined that the requested amendments will not result in any prejudice to the Debtors' estates, and accordingly, agreed to the amendments requested by BoFA, Fogant and Superior.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY STIPULATED, CONSENTED, AGREED, AND ORDERED, AS FOLLOWS:

Effectiveness of Stipulation and Order

1. This Amended Stipulation and Order shall have no force or effect unless and until it is approved by the Court.

Abandonment Assets

2. Other than the Collateral specifically dealt with in Section 3 of this Amended Stipulation and Order, the Trustee shall and hereby abandons from the Debtors' estates all of the Debtors' rights, title and interest in the Collateral pursuant to Bankruptcy Code Section 554, including but not limited to the Remaining Collateral, to allow BoFA to sell, foreclose or otherwise dispose of the Collateral in such manner as BoFA deems appropriate.

3. The Trustee shall and hereby abandons from the Debtors' estates to BoFA all of the Debtors' rights, title and interest in the Fogant Stock and the Superior Note, that certain

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Irrevocable Stand-by Letter of Credit No. NY-00540-30827477 issued May 19, 2000 by Citibank N.A. and that certain Sale and Purchase Agreement Wilcox & Gibbs, Inc., WG Apparel, Inc. and Superior dated April 6, 2000, so that BoFA can effectuate (i) the resolution and ultimate dismissal of the Adversary Proceeding, (ii) the resolution of the Pegasus Objection or (iii) to allow BoFA to sell, license or otherwise dispose of the Collateral in such manner as BoFA deems appropriate.

4. In order to resolve the Pegasus Objection, BoFA and Pegasus have agreed that (i) Pegasus shall pay BoFA the sum of Fifty Thousand Dollars (\$50,000) (the "Payment") and (ii) after the Payment is received, BoFA shall immediately (a) quitclaim all interest in the Pegasus Stock to Pegasus pursuant to a quitclaim bill of sale substantially in the form attached hereto as Exhibit B and (b) execute such U.C.C. termination statements, as necessary, to terminate BoFA's interest in the Pegasus stock.

5. BoFA and the Trustee agree to attempt to cooperate in the recovery of some portion of the Remaining Collateral to the extent not abandoned hereto pursuant to asset sharing agreements to be negotiated by and between the Trustee and BoFA from time to time.¹

6. BoFA further agrees to, and the Trustee authorizes BoFA and/or its agents to, remove and store at BoFA's expense any and all of the Debtors' books and records that may be necessary to (i) liquidate and collect BoFA's Collateral and (ii) administer the Debtors' estates.

¹With respect to items 14, 17, 23, 24 and 25 of the Remaining Collateral as set forth on the attached Exhibit A ("Items"), the parties agree that the Trustee shall retain a sufficient interest in such Items so as to retain standing to bring an action on behalf of the Debtors' estates.

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7. This Court has jurisdiction over the Chapter 11 Case pursuant to 28 U.S.C. § 157(b) and 1334. This Amended Stipulation and Order is entered in a "core" proceeding as defined in 28 U.S.C. § 157(b)(2)(D), is a final order, and is valid and fully effective upon its entry.

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Date: June 27, 2002

FERRY, JOSEPH & PEARCE, P.A.



Michael B. Joseph (No. 392)
824 North Market Street
Suite 904
Wilmington, DE 19899
(302) 575-1535
(302) 575-1714 (facsimile)

KLETT ROONEY LIEBER & SCHORLING



Adrian Q. Waddis (No. 3407)
Jeffrey M. Carbone (No. 4062)
The Brandywine Building
1000 West Street
Suite 1410
Wilmington, DE 19801
(302) 582-4200
(302) 582-4295 (facsimile)

-and-

MORRIS, MANNING & MARTIN, LLP

Frank W. DeBorde
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326
(404) 233-7000
(404) 365-9532 (facsimile)

Attorneys for Bank of America, N.A.

IT IS SO ORDERED

Date: June 22, 2002



THE HONORABLE PETER J. WALSH

10111812002

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P-9**REMAINING COLLATERAL****EXHIBIT "A"**

1. All the assets and properties of the Debtors as of the Petition Date or thereafter acquired, or in which the Debtors had an interest or thereafter acquired an interest including, without limitation (i) all Accounts, Check Paper, Instruments, Documents, Goods (including Inventory, Equipment, Farm products and consumer goods), Investment Property, General Intangibles, Deposit Accounts (as defined in the Pre-Petition Agreement), and entirety of Receivables owned or thereafter acquired and wherever located, and all proceeds and products thereof; (ii) the Real Property; (iii) the Rents; (iv) the Pre-Petition Collateral; and the (v) the Pledges (collectively, the "Post-Petition Collateral").¹
2. Papyrus Stock.
3. Superior Note, that contain Irrevocable Stand-by Letter of Credit No. NY-00540-30027477 issued May 18, 2000 by Citibank, N.A. and that contain Sale and Purchase Agreement Wilcox & Gibbs, Inc., WG Appraisal, Inc. and Superior dated April 6, 2000.
4. Barnden Notes Receivable.
5. Inventory of Macpherson, Clinton and Leadtec.
6. Accounts receivable of Macpherson, Clinton and Leadtec.
7. Facility, utility and other pre-paid deposits on the New Jersey office.
8. Facility, utility and other pre-paid deposits on the Connecticut office.
9. Facility, utility and other pre-paid deposits on the Leadtec office.
10. Various joint venture interest and/or stock.
11. Fixed assets of Macpherson, Clinton, Leadtec, Wilcox & Gibbs and Entex.
12. Prepaid insurance or other prepaid expenses attributed to Macpherson, Clinton, Leadtec, Wilcox & Gibbs and Entex.
13. Cash, including all operating, payroll and petty cash accounts of Macpherson, Clinton, Leadtec, Wilcox & Gibbs and Entex.
14. Any refund due from the IRS, State or other taxing authority for Macpherson, Clinton, Leadtec, Wilcox & Gibbs and Entex.
15. Consigned inventory and proceeds from consigned inventory of Macpherson, Clinton, Leadtec, Wilcox & Gibbs and Entex. Including consigned Macpherson equipment with National Equipment and consigned Macpherson inventory at The Remedy Store.
16. Software and intellectual property of Leadtec, Macpherson, Wilcox & Gibbs, Clinton

¹ Capitalized terms not otherwise defined in this paragraph describing the Post-Petition Collateral have the meaning ascribed to such terms in the Final Order (A) Authorizing Debtors In Possession To Obtain Interim Secured Post-Petition Financing With Priority Over All Other Interests; (B) Approving Agreements Relating To The Foregoing; And (C) Granting Related Relief entered by the Court on December 5, 2001.

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17. Any refund due from the IRS, State or other taxing authority for Sunbrand.
 18. Credit insurance policy on accounts receivable.
 19. Accounts Receivable of Sunbrand Mexico.
 20. Stock of Foreign Sunbrand entities.
 21. Foreign operations, bank accounts, cash accounts, operating accounts, receivables, refunds and fixed assets.
 22. Cash, including all operating, payroll and petty cash accounts of all Sunbrand entities, including foreign entities and Mexico.
 23. All recoveries from any action brought pursuant to 11 U.S.C. § 549 against William T. Fenwick to recover property of the Debtors, including but not limited to (i) pass and consumables inventory of The Embroidery Store, (ii) The Embroidery Store world wide website - WWW.EMBSTORE.COM, and (iii) "The Embroidery Store" trade name.
 24. All recoveries from any action brought pursuant to 11 U.S.C. § 549 against Ronald Eisenman to recover property of the Debtors, including but not limited to (i) the Debtors' files with respect to accounts receivables and (ii) any proceeds derived from Ronald Eisenman's collection of the Debtors' accounts receivables.
 25. Any award derived from any litigation and/or claim brought against the Debtors' directors and officers under the Debtors' Executive and Organization Liability Insurance Policy.

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EXHIBIT B

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QUITCLAIM BILL OF SALE

THIS QUITCLAIM BILL OF SALE is made as of the ___ day of June, 2002 by Bank of America, N.A. *file*/a Bank of America Commercial Finance ("Bank"), as secured party for MacPherson Meistergram, Inc. ("Seller") to Fix-A Stitch, Inc. ("Purchaser").

WITNESSETH:

THAT Bank, as secured party of Seller, for and in consideration of FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$55,000.00) Dollars paid in hand by Purchaser to Bank, in certified or other good and sufficient funds, and with the delivery of this Bill of Sale and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, by these presents does hereby grant, transfer, convey and Quitclaim to Purchaser all of the right, title and interest which Seller has, or may have, in and to the assets of MacPherson Meistergram, Inc. including all Trademarks and Brandnames associated with MacPherson Meistergram and The Embroidery Store, existing toll free telephone numbers (800-727-4244) utilized by MacPherson Meistergram or The Embroidery Store that can be assigned through phone carriers and/or long distance carriers, all available customer listings in paper and/or electronic media when so available, product pricing lists, vendor lists, the website "www.embstore.com" and approximately 5100 different parts and inventory components (the "Collateral"). There is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition.

TO HAVE AND TO HOLD THE SAME to Purchaser, its successors and assigns, forever so that neither Seller nor any person or persons claiming by, through or under Seller shall at any time, by any means or ways, have, claim or demand any right or title to the Collateral, or any rights thereof.

THIS SALE IS MADE "AS IS" AND WITHOUT RECOURSE OR WARRANTY OF MERCHANTABILITY FOR FITNESS FOR A PARTICULAR PURPOSE OR TITLE, EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, Bank, as secured party of Seller, acting by and through its duly authorized representatives, has caused the execution of this Bill of Sale under seal, the day and year first above written.

SELLER:

MACPHERSON MEISTERGRAM, INC.

By: Bank of America, N.A. *file*/a Bank of America Commercial Finance Corporation, as secured party

By: Justin McCutcheon
Title: Vice President
[CORPORATE SEAL]

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EXHIBIT C

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BILL OF SALE, ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS, that WILLCOX & GIBBS, INC, a Delaware corporation ("Sellers") for and in consideration of the sum of Fifty Five Thousand Dollars (\$55,000.00) and other good and valuable consideration paid to it by FIX-A-STITCH, INC. ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does hereby grant, bargain, sell, transfer and deliver unto Buyer, its successors and assigns, the Assets ("Assets") including all Trademarks and Brand names associated with Muepherson Meistergram, and The Embroidery Store, existing toll free telephone numbers (800 727 4244) utilized by Muepherson Meistergram, or The Embroidery Store that can be assigned through phone companies and/or long distance carriers, all available customer listings in paper and/or electronic media when so available, product pricing lists, vendor lists, the web site "www.embstore.com", and approximately 3100 different parts and inventory components as noted in the Offering Memorandum and shown on the attached Schedule "A", owned by Sellers:


Sellers warrant that they are conveying good and valid title to the Assets.

OTHER THAN THE WARRANTIES SET FORTH HEREIN, SELLERS DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS AS TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, THE QUANTITY OR QUALITY THEREOF. THE ASSETS ARE BEING SOLD AS IS, WHERE IS, WITH ALL FAULTS AND SELLERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF THE ASSETS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.

IN WITNESS WHEREOF, Sellers and Buyer have executed and delivered this Bill of Sale, Absolute on April 24, 2002.

SELLERS

WILLCOX & GIBBS, INC


James R. Burritt - President
MainStream Dispositions, LLC
Its: Liquidation Agent

BUYER

FIX-A-STITCH, INC.


By: Chuck Rosmbke
Its: President / Owner

FIX A STITCH_BILL OF SALE

