

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignment of Entire Interest improperly recorded by another person previously recorded on Reel 002557 Frame 0764. Assignor(s) hereby confirms the Assignment of Entire Interest from Dunlop Tire Corporation to SRI USA, Inc..												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>SRI USA, Inc.</td> <td></td> <td>08/12/1999</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	SRI USA, Inc.		08/12/1999	CORPORATION: DELAWARE				
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>SRI USA, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>200 John James Audubon Pkwy.</td> </tr> <tr> <td>City:</td> <td>Amhert</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>14228</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>		Name:	SRI USA, Inc.	Street Address:	200 John James Audubon Pkwy.	City:	Amhert	State/Country:	NEW YORK	Postal Code:	14228	Entity Type:	CORPORATION: DELAWARE
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CORRESPONDENCE DATA													
<p>Fax Number: (312)554-8015 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312 554-8000 Email: jwelch@pattishall.com Correspondent Name: Joseph N. Welch II Address Line 1: 311 S. Wacker Drive, Suite 5000 Address Line 4: Chicago, ILLINOIS 60606</p>													
ATTORNEY DOCKET NUMBER:	25600-66												
NAME OF SUBMITTER:	Joseph N. Welch II												
Signature:	/joseph n. welch II/												

CH \$40.00 0748474

Date:

10/14/2009

Total Attachments: 11

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**DECLARATION ATTESTING TO ASSIGNMENT OF TRADEMARK
IMPROPERLY RECORDED BY ANOTHER PERSON
AGAINST OWNER'S REGISTRATION**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: PIONEER
Reg. No.: 0,748,474
Registrant: SRI USA, Inc.

TO THE COMMISSIONER OF TRADEMARKS:

Registrant hereby states that it is the correct owner of the subject registration, and the following were erroneously recorded by another person:

- Security Agreement from Nazareth/Century Mills, Inc. to General Electric Capital Corporation on June 9, 2000 under reel/frame Nos. 2100/0881 (Exhibit A)
- Surrender of Collateral from Nazareth/Century Mills, Inc. to General Electric Capital Corporation on August 5, 2002 under reel/frame Nos. 2557/0758 (Exhibit B)
- Assignment of Entire Interest from General Electric Capital Corporation to Nazareth International, Inc. on August 5, 2002 under reel/frame Nos. 2557/0764 (Exhibit C)

Registrant also states that the correct chain of title of the subject registration should be as follows:

- Assignment of Entire Interest and the Goodwill from The S & M Company to Dunlop Tire and Rubber Corporation recorded on August 10, 1965 under reel/frame Nos. 0128/0252
- Certificate by the Secretary of State of Delaware, showing merger on Dec. 12, 1973 and change of name on Dec. 29, 1973 from Dunlop Tire and Rubber Corporation with Tonawanda Tire Corp. into Dunlop Tire and Rubber Corporation recorded on February 7, 1974 under reel/frame Nos. 0247/0158
- Change of name from Dunlop Tire and Rubber Corporation to Dunlop North America Inc. recorded on February 25, 1985 under reel/frame Nos. 0489/0128

- Assignment of Entire Interest and Goodwill from Dunlop North America Inc. to Dunlop Tire Corporation recorded on June 6, 1985 under reel/frame Nos. 0497/0356
- Security Agreement and Mortgage from Dunlop Tire Corporation to Manufacturers Hanover Commercial Corporation recorded on August 15, 1985 under reel/frame Nos. 0502/0943
- Release of Secured Parties Security Agreement Date July 26, 1985 from Marine Midland Bank, N.A., Manufacturers Hanover Commercial Corporation and Manufacturers Hanover Trust Company to Dunlop Tire Corporation recorded on October 26, 1987 under reel/frame Nos. 0580/0223
- Assignment of Entire Interest from Dunlop Tire Corporation to SRI USA, Inc. recorded on August 26, 1999 under reel/frame Nos. 1952/0622

DECLARATION

The undersigned, being hereby warned that willful, false statements and the like so are punishable by fine or imprisonment or both, under Section 1001 to Title 18 of the United States Code; and that such willful false statements may jeopardize the validity of this Declaration or any registration granted on the above application hereby states that all statements made herein of his own knowledge are true and all statements made on information and belief are believed to be true.

SRI USA, INC.

By: James Galoppo
James Galoppo, Assistant Treasurer

Date: August 8, 2009

EXHIBIT C

NRD 8-5-02

FORM PTO-1594 (Modified)
(Rev. 5-93)
OMB No. 0651-0011 (exp 4/94)
Copyright 1994-97 LegalStar
TMOS/REV03

08-08-2002

ET

Docket No.:

Y



102182887

Tab settings → → → ▼ ▼

To the Honorable Commissioner of Pa

attached original documents or copy thereof.

1. Name of conveying party(ies):
General Electric Capital Corporation

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 2, 2002

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

Name: Nazareth International, Inc.

Internal Address: _____

Street Address: 34 West 33rd Street - Suite 500

City: New York State: NY ZIP: 10001

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from _____)
Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

141,186	748,474	1,356,853	1,797,087
158,040	800,752	1,717,919	1,809,252
407,340	856,061	1,729,474	

Additional numbers Yes No

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

Name: Gerald E. Hespos

Internal Address: _____

Street Address: 274 Madison Avenue - Suite 1703

City: New York State: NY ZIP: 10016

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

11

7. Total fee (37 CFR 3.41):.....\$ \$290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-1030

08/07/2002 LHWELLER 00000241 141186

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
250.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gerald E. Hespos
Name of Person Signing

Signature

July 29, 2002

Date

8

Total number of pages including cover sheet, attachments, and

TRADEMARK
TRADEMARK
REEL: 002557 FRAME: 0764
REEL: 004078 FRAME: 0382

SECURED PARTY BILL OF SALE

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation having an office at Lee Farm Corporate Park, 83 Wooster Heights Road, Danbury, Connecticut 06810, in its capacity as secured party in possession pursuant to Section 9-610 of the New York Uniform Commercial Code (hereinafter "Secured Party"), as of this 2nd day of May, 2002, hereby sells, transfers and conveys to Nazareth International, Inc., a Delaware corporation, having an office located at 34 West 33rd Street, 5th Floor, New York, New York 10001 (hereinafter "Purchaser"), its successors and assigns, all of the right, title and interest of Nazareth/Century Mills, Inc., a Delaware corporation (hereinafter "Debtor"), in and to those certain assets and property of Debtor specifically described below (collectively, the "Transferred Assets"), in consideration of (i) *Two Million Five Hundred Ninety thousand three hundred forty and 49/100* the payment of _____ Dollars (*\$1,903,404.49*) in cash by Purchaser to Secured Party upon execution and delivery of this Secured Party Bill of Sale (this "Bill of Sale") in accordance with the instructions set forth below, (ii) the assignment to Secured Party of that certain 13.43% Promissory Note of Debtor dated as of June 7, 2001 originally issued to the order of London Pacific Life & Annuity Company in the principal amount of \$20,000 (as subsequently assigned to Purchaser), (iii) the assignment to Secured Party of that certain 10% Promissory Note of Debtor dated as of August 1, 2001 to the order of LPIMC Insurance Marketing Services in the principal amount of \$250,000 (as subsequently assigned to Purchaser), and (iv) the assignment to Secured Party of that certain 10% Promissory Note of Debtor dated as of April 15, 2002 to the order of

London Pacific in the principal amount of \$300,000 (as subsequently assigned to Purchaser) (collectively, the "Purchase Price");

(a) all of the Debtor's current season's inventory located at Debtor's facilities at 101 Box Lane, Quitman, Mississippi, as more specifically listed on Schedule A attached hereto and made a part hereof (the "Inventory"); and

(b) certain of Debtor's tradenames, trademarks, goodwill, general intangibles and machinery and equipment, all as more specifically listed on Schedule A attached hereto and made a part hereof.

All monies received by Secured Party hereunder shall be applied to the payment of outstanding obligations owing by Debtor to Secured Party.

The sale provided for in this Bill of Sale is made by Secured Party as the holder of a security interest granted by Debtor to Secured Party in the Transferred Assets and pursuant to Section 9-610(a) of the New York Uniform Commercial Code. Upon execution and delivery of this Bill of Sale, the cash portion of the Purchase Price shall be delivered to Secured Party in immediately available funds by federal funds wire transfer to Secured Party's account in accordance with the following wire transfer instructions:

Bankers Trust Company
1 Bankers Trust Plaza
New York, New York
ABA #021-001-033
Account No. 50-232-854
Account Name: GECC/CAF Depository
Reference: Nazareth/Century Mills, Inc./CFB#

By its acceptance of this Bill of Sale, Purchaser does not assume and is in no manner liable for any obligations or liabilities of Debtor.

Secured Party represents and warrants to Purchaser that Secured Party has a valid, fully perfected first priority security interest in, and the right to sell, the Transferred Assets. Upon consummation of the transfer contemplated hereby, Purchaser will be vested with all of Debtor's rights in the Transferred Assets, free and clear of Secured Party's security interest therein and any subordinate security interest or other subordinate lien (other than liens created under any law of the State of New York that are not to be discharged) in accordance with the provisions of Section 9-617(a) of the New York Uniform Commercial Code. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, THE SALE, TRANSFER AND CONVEYANCE BY SECURED PARTY TO PURCHASER OF ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE TRANSFERRED ASSETS AND PURCHASER'S PURCHASE OF THE TRANSFERRED ASSETS IS MADE "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY, OR RECOURSE TO, SECURED PARTY OF ANY KIND, NATURE OR DESCRIPTION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AND/OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PHYSICAL CONDITION, QUALITY OR VALUE.

Purchaser is not relying on Secured Party with respect to the existence or condition of the Transferred Assets or the accuracy of the descriptions or quantities of the Transferred Assets listed on Schedule A.

Purchaser acknowledges that it has inspected the Transferred Assets and has not been induced to purchase the Transferred Assets by representations or warranties given by Secured Party, except as expressly provided for herein.

By its acknowledgment hereof, Purchaser hereby agrees that (a) each item of Inventory will be hereafter sold only to the person for whom such item was previously produced by Debtor, and (b) it shall indemnify and hold Secured Party harmless from any and all losses and liabilities that Secured Party may incur as a result of Purchaser's failure to comply with same.

This Bill of Sale may be executed in multiple counterparts, each of which when executed shall constitute one and the same agreement.

IN WITNESS WHEREOF, Secured Party has executed and delivered this Bill of Sale on the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: John Garvey
Its: Duly Authorized Signatory

ACCEPTED and AGREED:

NAZARETH INTERNATIONAL, INC.

By: Sandra J. Menichelli
Name: SANDRA J. MENICHELLI
Title: CEO

07/24/02 12:29 FAX 212 629 4074

NAZARETH CENTURY

011

MAY. 2. 2002 2:07PM 212 629 4074

NAZARETH CENTURY

NO. 8251 P. 2009

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GENERAL ELECTRIC CAPITAL CORPORATION

By: John Garvey
Name: John Garvey
Its: Duty Authorized Signatory

ACCEPTED and AGREED:

NAZARETH INTERNATIONAL, INC.

By: Sandra J. Menichelli
Name: SANDRA J. MENICHELLI
Title: CEO

SCHEDULE A to Secured Party Bill of Sale

Finished Goods Inventory:

<u>Style #</u>	<u>Dozens</u>	<u>Price/Dz.</u>	
58C-9048A	110	\$28.30	\$3,113.00
58-9028	46	\$24.93	\$1,146.78
58C-9040	119	\$30.11	\$3,583.09
58C-9044	616	\$27.64	\$17,026.24
58C-9044A	70	\$22.30	\$1,561.00
58C-9044B	51	\$32.28	\$1,645.26
58C-9042P	533	\$28.64	\$15,265.12
Assorted	4,687	\$21.34	\$100,000.00
Total			\$143,340.49

Furniture and Equipment:

AT&T Globalyst 520 PC and Monitor	
Compaq Deskpro PC and Monitor	
Dell Optiplex 466/LE PC and Monitor	
Gateway FMN400C PC and Monitor	
Gateway GP6-433CSE PC and Monitor	
Gateway GP6-400CSE PC and Monitor	
IBM Thinkpad 2609 21U Laptop	
Toshiba Satellite Laptop - 2060	
Toshiba Satellite Laptop - 2060	
Epson 9000 Printer	
HP Deskjet 812C Printer	
(2) HP Deskjet 520 Printers	
(2) HP Deskjet 500 Printers	
(2) HP Deskjet 612C Printers	
(2) HP Deskjet 672C Printers	
Epson Stylus 760 Printer	
Epson FX2180 Printer	
HP Kayak XU Computer	
HP P1100 Monitor	
Umax Mirage Scanner 11SE	
Imega Zip 250 MB	
Imega Zip Jazz Drive	
Epson Stylus Pro 9000	
HP Deskjet 812C Printer	
10 Base T Ethernet Hub	
Lynksys Print Server	
HP Photosmart Digital Camera	
Subtotal	\$5,000.00
Office Furniture in New York Office	\$2,000.00
Total	\$7,000.00

SCHEDULE A to Secured Party Bill of Sale

Intangibles and Goodwill:

Trademarks-

<u>Trademark</u>	<u>Registration Number</u>
Dual Image	1,797,087
Nazareth	141,188
Nazareth	158,040
Nazareth & Design	407,340
Nazareth & Design	856,061
Next Wave	1,356,853
Precious Cargo	1,809,252
Riddles	1,717,919
Savage	800,752
Savage	1,729,474
Urban Surf	748,474

Intellectual property

Trade names

Trade dress

Trade secrets

Product development archives

Customer lists

Product specifications and records

Distribution contracts

Vendor contracts*

Customer contracts*

Goodwill*

All other intellectual property and intangibles

Total

\$2,440,000

GRAND TOTAL

\$2,590,340.49

* - To the extent assignment of same is not prohibited by terms.