

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HPM Apparel, Inc.		07/12/2010	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCX, LLC		
<b>Trading As:</b>	TA The Cotton Exchange		
<b>Street Address:</b>	232 South Main Street		
<b>City:</b>	Greenville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29601-2606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2842697		
<b>Registration Number:</b>	3085231	JUST FOR US	
<b>Registration Number:</b>	3092867		
<b>Registration Number:</b>	3164387	TCX APPAREL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)218-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-721-5448		
<b>Email:</b>	wolsen@fchs.com		
<b>Correspondent Name:</b>	Warren E. Olsen (Reg. No. 27,290)		
<b>Address Line 1:</b>	1290 Avenue of the Americas		
<b>Address Line 2:</b>	17th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10104-3800		
<b>ATTORNEY DOCKET NUMBER:</b>	01044.0T5012		

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**TRADEMARK**  
**REEL: 004246 FRAME: 0438**

NAME OF SUBMITTER:	Warren E. Olsen (Reg. No. 27,290)
Signature:	/warreneolsen/
Date:	07/21/2010
Total Attachments: 4 source=1044.T5014 Assignment of Trademarks#page1.tif source=1044.T5014 Assignment of Trademarks#page2.tif source=1044.T5014 Assignment of Trademarks#page3.tif source=1044.T5014 Assignment of Trademarks#page4.tif	

## TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark and Service Mark Assignment (this "Assignment") is effective as of July 12, 2010, by and between HPM Apparel, Inc. d/b/a The Cotton Exchange, a North Carolina corporation (the "Assignor"), and TCX, LLC, a North Carolina limited liability company ("Assignee").

In consideration of the mutual promises, covenants, and agreements contained in the Asset Purchase Agreement, dated as of July 5, 2010, among Assignee, Assignor, William Howard, an individual resident of the state of North Carolina, Edward Morrell, an individual resident of the state of North Carolina, and Eddie Pitts, an individual resident of the state of North Carolina (the "Asset Purchase Agreement"), Assignor and Assignee agree as follows (all capitalized terms not otherwise defined in this Assignment shall have such meaning as set forth in the Asset Purchase Agreement):

1. Assignor has obtained rights and ownership in and to certain trade names, service marks, and trademarks, which are more particularly listed on Exhibit A attached hereto (collectively, the "Trademarks").
2. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, including, without limitation, all goodwill of the business symbolized by the Trademarks.
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 Assignment shall be construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law thereunder.
5. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic transmission in portable document format (pdf) will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by electronic transmission in pdf format will be deemed to be their original signatures for all purposes..

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

HPM APPAREL, INC.

By: William Howard  
Name: William Howard  
Title: President

ASSIGNEE:

TCX, LLC

By: \_\_\_\_\_  
Name: Deborah H. Merrill  
Title: Vice President, CFO & Treasurer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

**ASSIGNOR:**

HPM APPAREL, INC.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

TCX, LLC

By: Deborah H. Merrill  
Name: Deborah H. Merrill  
Title: Vice President, CFO & Treasurer

Exhibit A

<u>Trademark</u>	<u>Serial No./Registration No.</u>	<u>Registration Date</u>
TCX APPAREL	3164387	October 31, 2006
Just For Us	3085231	April 25, 2006
Sergeant Design	3092867	May 16, 2006
Cotton Ball Design	2842697	May 18, 2004