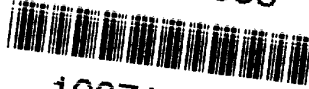


05-14-1998

5-4-98  
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MAY 4 1998

To the Honorable Commissioner of Patents and Trademarks 100711411

(Check original documents or copy them if necessary)

1. Name of conveying party(ies):  
The TJX Companies  
770 Cochituate Road  
Framingham, MA 01701

Individuals  Association  
 General Partnership  Limited Partnership  
 Corporation-State- Delaware  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Hit or Miss, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 100 Campanelli Parkway  
 City: Stoughton State: MA ZIP: 02072

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other Assignment and License of Trademarks

Execution Date: October 1, 1997

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

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

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) See attached schedule \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Miriam J. Rovner  
 Internal Address Goodwin, Procter & Hoar LLP  
 Street Address: Exchange Place  
53 State Street  
 City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 5

7. Total Fee (37 CFR 3.41): . . . . \$ 140.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*

Stephanie A. Shepard Cobb Stephanie A. Shepard Cobb 5/1/98  
 Name of Person Signing Signature Date

05/11/1998 DCDATES 00000125 1228562

Total number of pages including cover sheet, attachments, and document: 7

01 FC:481 40.00 DP  
 02 FC:482 100.00 DP  
 OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE 1

TRADEMARK

CLASSIFICATION & GOODS

**Abernathy Sport**

Registration No. 1,228,562  
Registration Date: 02/22/83  
8&15 Accepted: 07/24/89

Class 25 - clothing, namely short sets, rompers and active wear, such as pants and shirts

**Ellen Ashley**

Reg. No. 1,241,257  
Reg. Date: 06/07/83  
8&15 Accepted: 08/07/89  
Expires: 06/07/03  
Owner: The TJX Companies, Inc.

Class 25 - blouses, shirts, pants, skirts, jackets, sweaters and t-shirts

**Ellen Ashley**

Reg. No. 1,902,813  
Reg. Date: 07/04/95  
8&15 Due: 07/04/00-01  
Expires: 07/04/05  
Owner: The TJX Companies, Inc.

Class 25 - tops, shorts, blazers, dresses, long coats, slickers, suits, socks, hosiery & panties

**Ellen Ashley**

Reg. No. 1,863,369  
Reg. Date: 11/15/94  
8&15 Due: 11/15/99-00  
Expires: 11/15/04  
Owner: The TJX Companies, Inc.

Class 42 - retail clothing store services

**Reed Hunter**

Reg. No. 1,210,625  
Reg. Date: 09/28/82  
8&15 Accepted: 05/01/90  
Expires: 09/28/02  
Owner: The TJX Companies, Inc.

Class 25 - clothing; namely shirts, belts, socks and sweaters

## ASSIGNMENT AND LICENSE OF TRADEMARKS

THIS ASSIGNMENT AND LICENSE OF TRADEMARKS is made as of this 1st day of October, 1997, by and between The TJX Companies, Inc., a Delaware corporation (the "Assignor") and Hit or Miss Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademark applications and registrations set forth on Schedule 1 hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain all of the Assignor's right, title and interest in, to and under such Trademarks, including the goodwill of the Assignor's business symbolized by such Trademarks;

WHEREAS, the Assignor and the Subsidiaries have remaining inventory of products marked with or sold under the Trademarks;

WHEREAS, pursuant to this Assignment and License, the Assignee shall grant, and the Assignor and Subsidiaries shall obtain, a limited, non-exclusive, non-sublicenseable and non-assignable license to sell-off products marked with or sold, promoted, advertised or distributed under any of the Trademarks;

NOW, THEREFORE, the Assignor and Assignee hereby agree as follows:

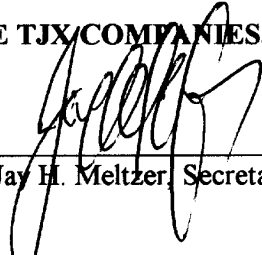
1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, its successors and assigns, all of the Assignor's right, title, and interest in, to and under the Trademarks listed on Schedule 1 hereto, together with the goodwill of the Assignor's business symbolized by the Trademarks, all applications, registrations and recordings in the United States Patent and Trademark Office (or, in the case of state registrations or recordings, in the equivalent state trademark filing office), and all reissues, extensions or renewals thereof, and together with the right to sue and recover damages for all past or future infringements thereof and to stand in the place of the Assignor in all matters related thereto.
2. Limited License. Assignee hereby grants Assignor, Assignor's Subsidiaries and any entity to which Assignor has licensed any of the Trademarks prior to the date hereof, the royalty-free, non-exclusive, non-assignable and non-sublicenseable right, license and privilege (the "License") during the 24-month period following the date hereof to sell-off any of their products ordered or in their possession prior to the date hereof that are marked with or sold, promoted, advertised, or distributed under, any of the Trademarks. For the purpose hereof, "Subsidiaries" means all Persons of which TJX owns directly or indirectly at least a majority of the outstanding capital stock (or other

shares of beneficial interest) entitled to vote generally or at least a majority of the partnership, joint venture or similar interests, and "Person" means any individual, partnership, corporation, association, trust, joint venture, unincorporated organization or other entity, and any government, governmental department or agency or political subdivision thereof.

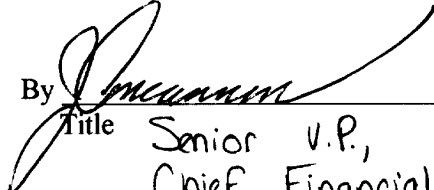
3. Quality Control by Assignor. Assignor hereby acknowledges the distinctiveness, prestige, high reputation and goodwill associated with the Trademarks. Assignor agrees that, in order to preserve such distinctiveness, prestige, high reputation and goodwill associated with the Trademarks as of the date hereof, Assignor at all times will (i) comply with all reasonable quality control policies and procedures communicated by Assignee or Assignor in writing from time to time hereunder, provided that such policies and procedures are consistent with Assignee's quality control policies and procedures as of the date hereof, and (ii) take all other measures reasonable necessary to maintain such distinctiveness, prestige, high reputation and goodwill. Assignor agrees that in the event Assignor or any of its Subsidiaries fails to comply with the provisions of this Section 3 and such failure is not cured within sixty (60) days of Assignor's receipt of written notice from Assignee with respect thereto, the License shall immediately terminate and Assignor and its Subsidiaries shall be required immediately to cease and desist from using the Trademarks.
  
4. Covenant of Assignor. Assignor acknowledges and agrees that the License is granted to it and its Subsidiaries hereunder solely for the purpose of selling-off inventory generated in the ordinary course of business by Assignor or its Subsidiaries. If prior to the date hereof Assignor or any of its Subsidiaries produced or made available for distribution products identified with any of the Trademarks in quantities substantially greater than Assignor or such Subsidiaries generally produce or make available for distribution in the ordinary course of business, the License shall immediately terminate and Assignor and its Subsidiaries shall be required immediately to cease and desist from using the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and License of Trademarks to be executed as of the day and year first written above.

**THE TJX COMPANIES, INC.**

By   
Jay H. Meltzer, Secretary

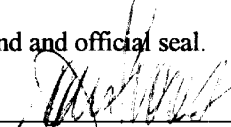
**HIT OR MISS INC.**

By   
Title Senior V.P.,  
Chief Financial Officer

STATE OF Massachusetts)  
 ) ss.  
COUNTY OF Middlesex )

On 09/27/97, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared Jay H. Meltzer, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of The TJX Companies, Inc. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

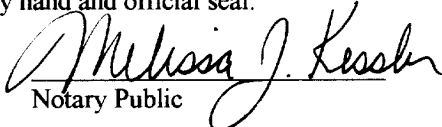
  
\_\_\_\_\_  
Notary Public      JOAN P. FLORES  
NOTARY PUBLIC  
COMMISSION EXPIRES 1/8/99

[SEAL]

~~Commonwealth~~ STATE OF Massachusetts)  
 ) ss.  
COUNTY OF Norfolk )

On September 30, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared John Concannon, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Senior V.P., Chief Financial Officer of Hit or Miss Inc. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

[SEAL]

MELISSA J. KESSLER  
Notary Public  
My Commission Expires June 11, 2004