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To the Honorable Commissioner of Patents and Trademarks 100782097

attached original documents or copy thereof.

MRD 7-27-98

1. Name of conveying party(ies):
 Yocom Knitting Company

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

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

2. Name and address of receiving party(ies)
 Name: Lifewear, Inc.
 Internal Address: _____
 Street Address: 1280 Laurelwood Rd.
 City: Pottstown State: PA ZIP: 19465

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

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

3. Nature of conveyance:
 Doc. ID 100714336
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 4/16/98

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1704283

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Darcy J. Hamlin, Legal Assistant
 Internal Address: _____
Ehmann Van Denbergh & Trainor
Suite 725
 Street Address: _____
Two Penn Center
 City: Philadelphia State: PA ZIP: 19102

7. Total fee (37 CFR 3.41).....\$40.00
 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.

B. David Bartman B. David Bartman 7/24/98
 Name of Person Signing Signature Date

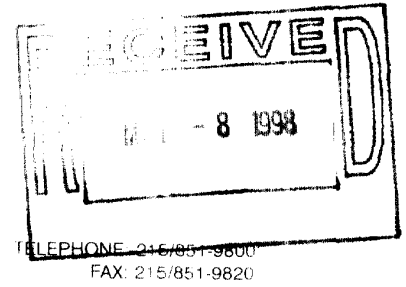
Total number of pages including cover sheet, attachments, and document:

EXHIBIT "A"
TO
ASSIGNMENT OF TRADEMARKS

1. Trademark: LIFEWEAR
Registration No. 1,704,283

LAW OFFICES OF
EHMANN, VAN DENBERGH & TRAINOR
A PROFESSIONAL CORPORATION

TWO PENN CENTER PLAZA, SUITE 725
PHILADELPHIA, PENNSYLVANIA 19102-1707



~~05-19-1998~~
~~100714336~~

May 6, 1998

Office of Public Records
Crystal Gateway 4
Rm 335
Washington, DC 20231

Re: Assignment of Trademark: Lifewear

Please find enclosed an executed assignment of the trademark "Lifewear" together with the filing fee for such of \$40.00

Please return proof of filing to the undersigned.

Sincerely,

DARCY J. HAMLIN
Legal Assistant

05/19/1998 TT0011 0000214 176-4293 40.00 UP
TRADEMARK
REEL: 1761 FRAME: 0536

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARK is made effective as of the 16th day of April, 1998 by and between YOCOM KNITTING COMPANY (hereinafter collectively referred to as "Assignor") and LIFEWEAR, INC. (hereinafter referred to as "Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

ASSIGNMENT. Assignor hereby fully assigns, transfers and conveys unto Assignee, free and clear of all liens, claims and encumbrances of any kind, all of Assignor's right, title and interest in and to all of the following:

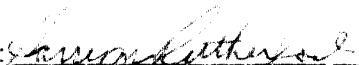
All trademarks, servicemarks, servicemark and trademark registrations, tradenames and trademark applications listed on Exhibit "A", attached hereto and made a part hereof, and (i) all renewals thereof; (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world (all of the foregoing, trademarks, servicemarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment
the day and year first above written.


ASSIGNOR:

YOCOM KNITTING COMPANY

By: 
Harry M. Rutherford, President *CEO*
HR

ASSIGNEE:

LIFEWEAR, INC.

By: 
R. David Bartman, President