

Trademark Assignment Cover Sheet

United States Patent and Trademark Office  
Hon. Commissioner of Patents and Trademarks  
Washington, D. C. 20231

01-19-1999



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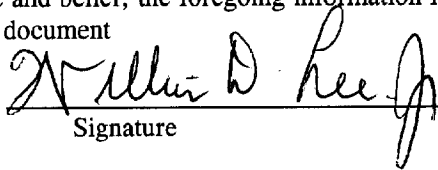
<p>1. Name of conveying parties: Arkwright Mills</p> <p><input type="checkbox"/> individual(s) <input type="checkbox"/> association  <input type="checkbox"/> general partnership <input type="checkbox"/> limited partnership  <input checked="" type="checkbox"/> corporation - (South Carolina Corporation)</p> <p>Addition name(s) of conveying party(ies) attached?</p>	<p>2. Name and address of receiving parties: Mount Vernon Mills, Inc. One Insignia Financial Plaza Suite 700 Greenville, South Carolina 29603</p> <p><input type="checkbox"/> individual(s) citizenship _____  <input type="checkbox"/> association _____  <input type="checkbox"/> general partnership _____  <input type="checkbox"/> limited partnership _____  <input checked="" type="checkbox"/> corporation - state <u>Maryland</u>  <input type="checkbox"/> other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative is attached Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(Designations must be a separate document from Assignment) Additional name(s) and address(es) attached? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Assignment <input type="checkbox"/> Name Change  <input type="checkbox"/> Other _____</p> <p>Execution Date <u>December 30, 1998</u></p>	

<p>4. Application numbers or registration numbers: A: Application Nos.</p>	<p>B: Registration Nos.: 763,192</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: William D. Lee, Jr. Cort Flint, Attorney-At-Law, P.A. Post Office Box 10827 Greenville, South Carolina 29603-0827</p>	<p>6. Total number of applications and trademarks involved: One</p> <p>7. Total fee (37 (CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> enclosed <input type="checkbox"/> authorized to be charged to deposit account</p> <p>8. Deposit Account No.</p>
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<p>9. Statement and Signature</p> <p>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</p> <p><u>William D. Lee, Jr.</u>  <u>January 11, 1998</u> Name of Person Signing Signature Date</p> <p>Total number of pages comprising cover sheet <u>2</u></p>		
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## TRADEMARK ASSIGNMENT

WHEREAS, Arkwright Mills, a South Carolina Corporation ("Arkwright"), is the owner of and has adopted, used and is currently using in his business the trademarks identified on Exhibit A attached hereto (the "Trademarks").

WHEREAS, Mount Vernon Mills, Inc., a Maryland corporation ("MVM"), desires to acquire the Trademarks; and

WHEREAS, pursuant to an Agreement for Purchase and Sale of Assets dated December 9, 1998 by and among Arkwright and MVM (the "Purchase Agreement"), Arkwright has agreed to convey the Trademarks to MVM; and

WHEREAS, MVM has executed this Assignment pursuant to, and in accordance with, the Purchase Agreement.

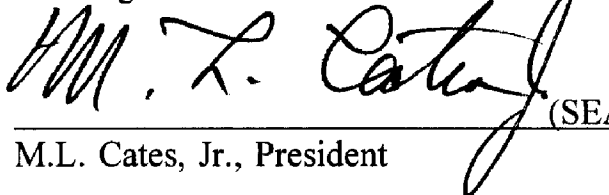
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Arkwright by these presents does hereby sell, assign and transfer unto MVM and its successors and assigns, Arkwright's entire right, title and interest, including all registrations thereof and all common law rights, in and to the Trademarks, along with the goodwill of the business in connection with which the Trademarks are used, together with all claims for profits and damages by reason of past infringement, if any, of the Trademarks, with the right to sue for and collect the same for MVM's own use and advantage and for the use and advantage of MVM's successors, assigns or other legal representatives forever.

Arkwright covenants that, subject to the terms and conditions of the Purchase Agreement, it will do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all deeds, transfers, assignments, conveyances, evidences of title, notices, powers of attorney, and assurances necessary or desirable to better assure and confirm MVM's title to the Trademarks.

This Assignment shall be deemed to be effective as of and from the day hereof.

IN WITNESS WHEREOF, Arkwright has executed this Assignment by his personal signature under seal, this 30th day of December, 1998.

Arkwright Mills

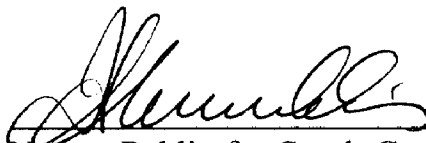
  
(SEAL)

M.L. Cates, Jr., President

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

The undersigned, a Notary Public for the State of South Carolina, do hereby certify that M.L. Cates, Jr., the duly authorized agent of Arkwright Mills personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 30<sup>th</sup> day of December, 1998.

  
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Notary Public for South Carolina

My Commission expires:

7/30/2002

[NOTARY SEAL]

**EXHIBIT A**

**TRADEMARKS**

NASHUA

U.S. Reg. No. 763,192 (issued 1/14/64, renewed 1/14/84)