

1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Attorney Docket No: SAGES21809

To the Director - U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Redington Apparel LLC

- Individuals Association
- General Partnership Limited Partnership
- Corporation-State
- Other limited liability company of Delaware

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

3. Nature of conveyance:

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

Execution date: July 25, 2003

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

Name: Sage Manufacturing Corporation
Address: 8500 N.E. Day Road

City: Bainbridge Island State: WA ZIP: 96110

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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) 78/194,189; 78/180,625; 78/180,617; 78/180,615; 78/180,607; 78/180,605; 78/180,597; 78/180,587; 78/180,583; 78/180,578; 78/180,556

Additional numbers attached? Yes No

B. Trademark Registration No(s).

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

James R. Uhlir, Esq.
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347
206.682.8100

6. Total number of applications and registrations involved: 5

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

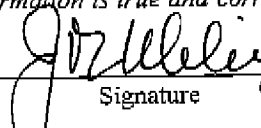
8. The Director is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

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.

James R. Uhlir
Name of Attorney or Agent
Registration No. 25,096
Direct Dial 206.695.1703


Signature

9/5/03
Date

Total number of pages including cover sheet, attachments and document: 6

OMB No. 0651-0011 (exp. 4/94)

CH \$290.00 031740 78194189

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made, entered into and effective this 25th day of July, 2003 (the "Effective Date"), by and among Redington Apparel LLC, a Delaware limited liability company ("Assignor"), and Sage Manufacturing Corporation, a Washington corporation ("Assignee").

WHEREAS, Assignor, with its principal place of business at 2589 S.E. Federal Highway, Stuart, Florida, 34994, is the owner of the trademark and/or service marks and their corresponding applications set forth in Schedule 1 (collectively "Trademarks")

WHEREAS, Assignee, with its principal place of business at 8500 N.E. Day Road, Bainbridge Island, Washington, 96110, desires to acquire the Trademarks and applications set forth in Schedule 1 and the goodwill associated therewith, and with respect to the intent to use application set forth in Schedule 1 is the successor to the business of Assignor or the portion thereof, to which the mark pertains, if that business is ongoing and existing;

WHEREAS, Assignor, Redington LLC (a majority owner of Assignor), and Assignee are parties to an Asset Purchase Agreement dated July 25, 2003 (the "Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire all of Assignor's rights in the Trademarks set forth in Schedule 1, and the goodwill symbolized thereby, on the terms and conditions set forth in the Agreement;

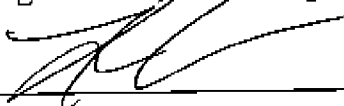
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the all right, title and interest in and to the Trademarks and the applications set forth in Schedule 1, and the goodwill symbolized thereby and all claims and causes of action relating to infringement of the Trademarks, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns.

IN WITNESS WHEREFOR, the parties have executed this Agreement effective as of the date first written above.

ASSIGNOR

REDINGTON APPAREL LLC
2589 S.E. Federal Highway
Stuart, Florida 34994

By: Redington LLC, Its Manager

By: 
Kevin McGovern, Its Manager

STATE OF New York
COUNTY OF Westchester

ss,

On the 25 day of July, 2003, before me personally appeared Kevin M. McGovern, the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he is the Manager of Redington LLC, the limited liability company described in and which executed the foregoing instrument, that he has signed said instrument as a free act on behalf of said company, and that he has the authority to act on behalf of, and bind, said company.

SUBSCRIBED AND SWORN to before me on the date stated above.

Susan Studenic Anthony

NOTARY PUBLIC in and for the
State of ~~Florida~~ New York
residing at

Susan Studenic Anthony

My Appointment Expires

2/16/2007

SUSAN STUDENIC ANTHONY
Notary Public, State of New York
No. 5008273
Qualified in Putnam County
Commission Expires February 16, 2007

Acknowledged by:

ASSIGNEE

SAGE MANUFACTURING CORPORATION
8500 N.E. Day Road
Bainbridge Island, Washington 96110

By _____
Its _____

STATE OF _____)
)
COUNTY OF _____)

ss,

On the ___ day of July, 2003, before me personally appeared _____, the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he is the _____ of Redington LLC, the limited liability company described in and which executed the foregoing instrument, that he has signed said instrument as a free act on behalf of said company, and that he has the authority to act on behalf of, and bind, said company.

SUBSCRIBED AND SWORN to before me on the date stated above.


NOTARY PUBLIC in and for the
State of Florida
residing at

My Appointment Expires

Acknowledged by:

ASSIGNEE

SAGE MANUFACTURING CORPORATION
8500 N.E. Day Road
Bainbridge Island, Washington 96110

By 
Its President

SCHEDULE 1
TRADEMARKS

TRADEMARK APPLICATIONS OF REDINGTON APPAREL LLC

MARK	COUNTRY	APPLICATION NO.	APPLICATION DATE
LANDING CREEK	UNITED STATES	78194189	12-13-02
WINDSHEAR	UNITED STATES	78180625	10-31-02
COMFUR	UNITED STATES	78180617	10-31-02
TOPWATER	UNITED STATES	78180615	10-31-02
DRI-CORE	UNITED STATES	78180607	10-31-02
VERSIPANTS	UNITED STATES	78180605	10-31-02
DRI-BLOCK	UNITED STATES	78180597	10-31-02
QNIMBUS	UNITED STATES	78180587	10-31-02
DRI-TOUCH	UNITED STATES	78180583	10-31-02
BOWRIDER	UNITED STATES	78180578	10-31-02
RIVER FLEECE	UNITED STATES	78180556	10-31-02