

01-07-2004



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RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The McAlister Co., Inc.

1.704

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 15, 2003

2. Name and address of receiving party(ies)

Name: C.R. Daniels, Inc.

Internal

Address:

Street Address: 3451 Ellicott Center Drive

City: Ellicott City State: Maryland Zip: 21043

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

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)

76/486,255; 78/305,620

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Deborah J. Westervelt

Internal Address: The Law Offices of Royal Craig

Suite 153

Street Address: 10 North Calvert Street

City: Baltimore State: Maryland Zip: 21202

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

03-3565

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Deborah J. Westervelt

Name of Person Signing

Signature

Date

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

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

TRADEMARK REEL: 002892 FRAME: 0356

01/06/2004 01/06/2004 00000023 76486255 01 FC: 3521 40.00 00 02 FC: 3522 25.00 00

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Applications of: C.R. Daniels, Inc.

Mark: **MCALISTER** Int'l Class: 025 (Clothing)

Application No. 76/486,255 Filed: January 30, 2003

Mark: **MCALISTER** Int'l Classes: 013, 018, 028, and 035

Application No. 78/305,620 Filed: September 25, 2003

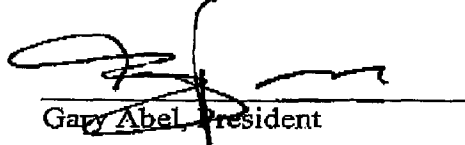
**POWER OF ATTORNEY**

Applicant hereby appoints Royal W. Craig, Reg. No. 34,145 and Deborah J. Westervelt of the Law Offices of Royal W. Craig, and all other attorneys associated therewith, as its attorneys to prosecute this application to registration, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration.

Please direct all communications to:

Deborah J. Westervelt  
Law Offices of Royal W. Craig  
10 N. Calvert St., Suite 153  
Baltimore, Maryland 21202  
(410) 385-2383

C.R. Daniels, Inc.

  
\_\_\_\_\_  
Gary Abel, President

12/30/03  
Date

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (the "Assignment") from THE McALISTER CO., INC., an Arkansas corporation (the "Company"), to C.R. DANIELS, INC., a Maryland corporation (the "Acquirer"), is executed and delivered this 15 day of October, 2003.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Company does hereby sell, grant, convey, assign, transfer and deliver to Acquirer all of the Company's right, title and interest in and to the trademark application set forth on Schedule A attached hereto, together with all goodwill of the business associated therewith and symbolized thereby and all federal and state registrations, to issue if any, with respect thereto (collectively, the "Intellectual Property"), free and clear of any and all liens, mortgages, equities, security interests, pledges, charges, debts, taxes, liabilities and encumbrances whatsoever. The Acquirer hereby assumes and accepts the Intellectual Property.

2. The Company hereby constitutes and appoints Acquirer as its true and lawful attorney, with full power of substitution, in the name of Acquirer or in the name of Company, but on behalf of and for the sole benefit of Acquirer, and at its sole expense, to institute and prosecute, in the name of the Company or otherwise, all proceedings which Acquirer may deem proper in order to receive, collect, assert or enforce any claim, right, interest or title of any kind in or to the Intellectual Property hereby granted and assigned to Acquirer, to defend and compromise any and all actions, suits or proceedings in respect thereof, and to do all such acts and things and execute any instruments in relation thereto as Acquirer shall deem advisable. THE COMPANY HEREBY DECLARES THAT THE FOREGOING APPOINTMENT IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE AND PERPETUAL AND SHALL NOT BE TERMINATED BY ANY ACT OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, BY OPERATION OF LAW OR BY THE OCCURRENCE OF ANY OTHER EVENT OR IN ANY OTHER MANNER.

3. The Company further agrees that it will at any time and from time to time, at the request of Acquirer, execute and deliver to Acquirer all other and further instruments necessary to vest in Acquirer the right, title and interest in or to any of the Intellectual Property which this instrument purports to transfer to Acquirer.

4. The Company acknowledges and agrees that henceforth the Acquirer is the exclusive owner of the Intellectual Property and goodwill associated therewith, and the Company further agrees to refrain from using the Intellectual Property or any confusingly similar intellectual property in the future.

5. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to the Acquirer and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this Assignment or to the authenticity of any copy, conformed or otherwise, hereof.

6. All of the terms and provisions of this Assignment will be binding upon the Company and its successors and assigns and will inure to the benefit of Acquirer and its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of this 15 day of October, 2003.

WITNESS/ATTEST:

THE McALISTER CO., INC.

[Handwritten Signature]

By: [Handwritten Signature]  
LARRY KIAL  
PRESIDENT

[Handwritten Signature]

C.R. DANIELS, INC.  
By: [Handwritten Signature]  
Gary V. Abel  
President

SCHEDULE A

U.S. Trademark Application Serial No. 76486255

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