

FORM PTO-1594

(Rev. 8-93)

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

RECORDATION FORM COVER SHEET

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):  
Cambridge Dry Goods Company, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: Massachusetts  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name Tellunde Clothing Co., Inc.  
Internal Address \_\_\_\_\_  
Street Address: 323 Speen Street  
City: Natick State MA ZIP: 01760

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Massachusetts  
 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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: May 19, 1999

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)  
2,143,575; 2,222,633

Additional numbers attached?  Yes  No

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

Name: Thomas V. Smurzynski  
Internal Address: Lahive & Cockfield, LLP  
Street Address: 28 State Street  
City: Boston State MA ZIP: 02109

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) ..... \$ 65

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
12-0080

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.*

Thomas V. Smurzynski                              Thomas V. Smurzynski                              October 13, 2004  
Name of Person Signing                              Signature                              Date

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

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995, on the date shown below.

Dated: October 13, 2004

Signature: Thomas V. Smurzynski (Thomas V. Smurzynski)

CH \$65.00 120080 2143676

**SECURED PARTY BILL OF SALE AND ASSIGNMENT**

STATE STREET BANK AND TRUST COMPANY (the "Secured Party") as secured party of CAMBRIDGE DRY GOODS COMPANY, INC. (the "Debtor") pursuant to various security agreements dated March 26, 1996 and other dates, as each of such agreements has been amended from time to time (collectively the "Agreements"), in consideration of Three Hundred Thirty-Five Thousand (\$335,000.00) Dollars (the "Purchase Price"), the receipt of which is hereby acknowledged, does hereby sell, transfer, assign and deliver to TELLURIDE CLOTHING COMPANY or its designee (the "Purchaser") all of the Debtor's right, title and interest in and to the personal property described in Schedule "A" annexed hereto in which the Secured Party holds a security interest (collectively, the "Property"), and releases any right, title and interest which the Secured Party may claim in the Property. Upon acceptance of the terms of this Bill of Sale, and payment of the Purchase Price and any applicable taxes to the Secured Party, the Purchaser shall accept delivery of the personal property at the premises of the Debtor (the "Premises").

Any and all storage charges from the date of this Bill of Sale, and all transportation and shipping charges shall be borne by the Purchaser. The Purchaser shall, in addition to the other amounts payable hereunder, pay all sales, use and other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated herein, other than taxes charged upon or by reference to the overall net income or profits of the Secured Party. Without limiting the foregoing, the Purchaser shall pay to the Secured Party an amount equal to any such taxes actually paid or required to be collected by the Secured Party

prior to or concurrently with delivery.

By acceptance of this Bill of Sale, the Purchaser agrees to indemnify and hold harmless the Secured Party from and against any loss, cost or expense which the Secured Party may incur on account of any claims arising from any damage to the Premises, or to any other properties caused by the Purchaser's entry upon the Premises or other properties and disconnection, dismantling, packing or removal of the Property and from any unauthorized use of the Property or violation of any third party rights in the Property.

The Secured Party represents: (i) that it is authorized to sell and assign the Property under the terms of the Agreements after a default by the Debtor thereunder, (ii) that the Debtor has defaulted under the Agreements, and (iii) that the Secured Party is selling and assigning the Property hereunder in accordance with its rights under the Agreements and under applicable law. EXCEPT FOR THE WARRANTIES CONTAINED IN THE PRECEDING SENTENCE, THE SECURED PARTY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING EXCLUSION OF REPRESENTATIONS AND WARRANTIES, THE PROPERTY IS TRANSFERRED HEREBY WITH NO WARRANTY OR MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY PURPOSE, AND NO WARRANTY AS TO THE QUALITY OR CONFORMITY TO SPECIFICATIONS OF SUCH PROPERTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND WAIVED BY THE PURCHASER.

The Purchaser acknowledges that it has made its own independent investigation and valuation of the Property and is acquiring the same AS IS, WHERE IS, AND WITH ALL

DEFECTS, and is not relying upon any representation or warranty of the Secured Party or any person acting or purporting to act on behalf of the Secured Party.

The Secured Party makes no representation as to the title to the Property and its freedom from the claims of others, and the Purchaser expressly holds the Secured Party or any person acting or purporting to act for the Secured Party harmless from any such warranty or claims.

The Secured Party expressly reserves the right for itself, its successors and assigns to use the tradenames, trademarks, copyrights, patterns, logos, designs, customer lists, and the good will associated with any of the foregoing in connection with disposition of any inventory of the Debtor manufactured as of the date of this Bill of Sale and Assignment wherever located and whether on hand or in transit by the Secured Party or any successor or assign of the Secured Party or Debtor.

The terms and conditions of this Secured Party Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall supersede all prior communications, written or oral, as to the terms of the purchase of the Property. Signed this 14 day of May, 1999.

Secured Party  
STATE STREET BANK AND TRUST  
COMPANY

By: [Signature]  
VICE PRESIDENT

Purchaser acknowledges and agrees to the terms and conditions of this Bill of Sale and Assignment as of this 17 day of May, 1999.

TELLURIDE CLOTHING COMPANY

BY: [Signature]

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

May 19, 1999

Then personally appeared the above-named Joanne P. O'Keeffe, Vice President of State Street Bank and Trust Company, and acknowledged the foregoing instrument to be her free act and deed on behalf of State Street Bank and Trust Company, before me,

  
James M. Liston, Notary Public  
My Commission Expires: February 11, 2005

## SCHEDULE A TO SECURED PARTY BILL OF SALE AND ASSIGNMENT

All of Debtor's right, title, and interest in and to Debtor's general intangibles, including without limitation, all trade-names, trademarks (including but not limited to the registered and unregistered marks listed on Schedule A-1), copyrights, patents, logos, designs, customer lists, and the good will associated with any of the foregoing used in the Debtor's business, the software, royalty, licensing and other agreements related thereto and all amounts due and claims with respect thereto, and a certain bar code "Zebra Printer" model no. 170xi, serial no. LR65784 and a certain Neopost model 7734 invoice folding machine, serial no.3500054. Expressly excluded from the Property and not conveyed to the Purchaser hereby are the following:

- a) Any and all federal and/or state tax refunds or claims to such refunds;
- b) Any and all insurance premium refunds, and pending insurance claims and other rights to payment under contracts of insurance;
- c) Debtor's residual rights and purchase options under any leases of machinery and equipment or real property;
- d) Debtor's deposit accounts, documents, instruments, accounts, investment property and rights of offset;
- e) Debtor's books and records relating to the conduct of Debtor's business other than information related to the Property (for which Secured Party may deliver copies of applicable books and records);
- f) Any of Debtor's property in which a security interest is not perfectible under Article 9 of the Massachusetts Uniform Commercial Code;
- g) Any claims by the Debtor against the Secured Party, its officers, directors, employees and agents;
- h) All license, sublicense, royalty, and software agreements and other agreements and contract rights which are not permitted to be assigned by their terms or otherwise, or which are otherwise not readily accessible to Secured Party; and
- i) All computer hardware and software licensed to the Debtor under a certain PrimaVision equipment sales and software license agreement including, without limitation, certain PrimaVision CAD design system software, which agreement was entered into on behalf of the Debtor on or about October 2, 1997.

Schedule A-1 to Secured Party Bill of Sale and Assignment between  
State Street Bank and Trust Company and Telluride Clothing Company

1. Registered Trademarks and Trademark Applications

<u>Trademark</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Registration Number</u>
Cambridge Dry Goods	USA	05/31/88	1490181
Cambridge Dry Goods	Japan	06/29/94	2873071
Cambridge Dry Goods and Design	USA	09/06/83	1250421
Cambridge Dry Goods and Design	Belgium	11/24/89	472.149
Cambridge Dry Goods and Design	France	11/17/89	1560677
Cambridge Dry Goods and Design	G.Britain	11/16/89	B1405603
Cambridge Dry Goods and Design	Italy	10/12/92	578177
Cambridge Dry Goods and Design	Portugal	09/10/93	260147
Cambridge Collections	USA	05/12/92	1686523
Cambridge Collections	Japan	12/25/92	2491830
Cambridge Kids	USA	06/30/92	1697724
Cambridge Spirit	USA	08/14/84	1290189
Cambridge Sports Club	USA	05/24/88	1489339
Cambridge Sports Club	Japan	12/25/92	2491829
Cambridge Country Store	USA	07/19/94	1846074
Cambridge Country Store Design	Mexico	04/15/93	452923
Design	USA	02/15/83	1227961
Design	USA	07/03/84	1284413

Trademark Applications

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Status</u>
CDG (USA)	75/006269	10/16/95	
Cambridge Country Store (Japan)	05-018952	02/24/93	