

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Otterwear Rainwear Manufacturing Company Inc.		05/15/2003	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Stanbury Uniforms, Inc.
Street Address:	108 Stanbury Industrial Drive
Internal Address:	Stanbury Uniforms, Inc.
City:	Brookfield
State/Country:	MISSOURI
Postal Code:	64628
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2873582	OTTERWEAR

CORRESPONDENCE DATA

Fax Number: (314)621-5065
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-621-5070
 Email: ejones@armstrongteasdale.com
 Correspondent Name: Marta I. Burgin
 Address Line 1: One Metropolitan Square, Suite 2600
 Address Line 2: Armstrong Teasdale LLP
 Address Line 4: St. Louis, MISSOURI 63102

NAME OF SUBMITTER:	Ellen Jones
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Total Attachments: 4
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CH \$40.00 2873582

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "Assignment") is made and delivered as of May 15, 2003 by:

Otterwear Rainwear Manufacturing Company Inc.,
An Ohio corporation (the "Assignor")

In favor of:

Stanbury Uniforms, Inc.,
a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated May 15, 2003, ("the Agreement") wherein Assignor agreed to sell, transfer, and assign to Assignee certain assets of Assignor, including, but not limited to, certain general intangibles of Assignor described in Schedule A attached hereto, which is incorporated herein by reference.

NOW THEREFORE, Assignor, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally assign and transfer to Assignee all of Assignor's right, title and interest in free and clear of all liens, security interests and other encumbrances, in and to the trade names, trademarks and trademark applications, together with the goodwill of the business symbolized by said trade names, trademarks and trademark applications, including any and all past and present rights and powers, statutory and common law, which have accrued or may accrue to Assignor of any and all kind or nature appertaining to said trade names, trademarks and trademark applications; copyrights, including entire worldwide right, title and interest, worldwide copy right in and to the work, including any and all manners of dimensions, presentations, embodiments and/or forms thereof; trade secrets, including but not limited to subscriber lists, billing and customer records, business records of Assignor, all technical information available to Assignor and know-how; software, including but not limited to source code, object code and executable modules, (ii) manuals, (iii) text, and (iv) other materials and all right, title, and interest in and to the software, including all copyrights and other intellectual property resulting from the development and preparation thereof, the same to be held and enjoyed by Assignee and for the use and benefit of its successors and assigns as fully and entirely as the same would have been held by Assignor had such sale, assignment and transfer not have been made, (the "Intellectual Property"),

TO HAVE AND TO HOLD the Intellectual Property, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

To the extent that any Intellectual Property is not assignable without the consent of, or notice to, any other party, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Intellectual Property shall automatically be assigned to Assignee hereby. Assignor shall use all reasonable efforts to obtain all necessary consents of such persons to the assignment of any such Intellectual Property. If the required consent of any person to the assignment of any Intellectual Property cannot be obtained, or if any attempted assignment of any Intellectual Property would be ineffective or would adversely affect, as applicable, the Assignor's rights thereunder so that Assignee would not in fact receive all such rights, Assignor shall cooperate in any arrangement Assignee may reasonably request to provide for Assignee the benefit of any such Intellectual Property, including enforcement for the benefit of Assignee of any and all of the Assignor's rights against any other party thereto arising out of the breach or cancellation thereof by such party or otherwise.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring,

conveying and confirming unto Assignee, the entire right, title and interest in the Intellectual Property hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, his successors and assigns.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Missouri.

Nothing contained in this Assignment shall be construed to limit or expand the representations, warranties and covenants set forth in the Agreement.

[The Remainder of this page has intentionally been left blank. Signature page follows.]

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

ASSIGNEE:

Stanbury Uniforms, Inc.

By: *David Roberts*
Printed Name: _____
Title: *President / CEO*

ASSIGNOR:

Otterwear Rainwear Manufacturing Company Inc.

By: *Bert Coburn*
Printed Name: Bert Coburn
Title: President

Schedule A

Common Law U.S. Trademark:

Goods: *men's and women's quilted and unlined nylon raincoats for the marching band industry*

1. (word mark)

OTTERWEAR

2. (stylized mark)

OTTERWear