

Exp. Mail
7-20-99

07-22-1999



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Docket No.:

372510-083

Tab settings

To the Honorable Commissioner of Pa.

101098125

attached original documents or copy thereof.

1. Name of conveying party(ies):

Brazos Sportswear, Inc.
3860 Virginia Avenue
Cincinnati, Ohio 45227

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Asset Transfer**
- Merger
- Change of Name

Execution Date: **March 14, 1997**

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

Name: **Brazos, Inc.**

Internal Address:

Street Address: **4101 Founders Boulevard**

City: **Batavia** State: **OH** ZIP: **45103**

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

74/643,021

B. Trademark Registration No.(s)

1,802,779	1,479,716	1,812,219
1,838,747	1,832,269	1,785,041
1,577,861	1,869,740	1,475,103

Additional numbers Yes No

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

Name: **Carol M. Nielsen**

Internal Address: **Butler & Binion, L.L.P.**

Street Address: **1000 Louisiana, Suite 1600**

City: **Houston** State: **TX** ZIP: **77002**

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41): \$ **\$340.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4952

DO NOT USE THIS SPACE

07/22/1999 MTHA11 00000074 74643021

01 FC:481 40.00 OP
02 FC:482 300.00 OP

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.

Carol M. Nielsen

Name of Person Signing

Signature

July 20, 1999
Date

Total number of pages including cover sheet, attachments, and

4

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
CONTINUATION

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,630,126
1,604,768
1,916,552

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AGREEMENT WITH RESPECT TO CONTRIBUTION OF ASSETS

This Agreement with Respect to Contribution of Assets ("Agreement"), dated March 14, 1997, is by and between **Brazos Sportswear, Inc.**, a Delaware corporation ("Parent"), and **Brazos, Inc.**, a Texas corporation (the "Subsidiary").

WHEREAS, on or prior to the date hereof, BSI Holdings, Inc., a Delaware corporation, merged with and into Sun Sportswear, Inc., a Washington corporation ("Sun") (herein, the "First Merger");

WHEREAS, on or prior to the date hereof, Parent merged with Sun, pursuant to a Plan and Agreement of Merger dated as of March 14, 1997 (the "Merger Agreement");

WHEREAS, the Merger Agreement effected a reincorporation of Sun into Delaware (the "Reincorporation"); and

WHEREAS, Parent desires to contribute to the capital of the Subsidiary all assets of Sun existing immediately prior to the First Merger, whether real, personal, tangible or intangible, except as otherwise provided herein (the "Sun Assets").

NOW, THEREFORE, in consideration of the foregoing, Parent hereby contributes to the capital of the Subsidiary, and by these presents does hereby grant, convey, assign, transfer and deliver onto the Subsidiary, its successors and assigns forever, the Sun Assets; provided, however, the Sun Assets do not include any rights or obligations under any agreement, document or other instrument directly related to the First Merger or the Reincorporation (including any matters relating to the financing of the First Merger or the other credit agreements of Parent), or with respect to securities law matters, including those relating to the registration of Sun under any federal or state securities laws.

In connection with the contribution of the Sun Assets provided for herein, the Subsidiary hereby assumes and agrees to pay, perform and discharge all liabilities and obligations of Parent which relate to the Sun Assets or the operation of the business of Sun prior to the date hereof, including but not limited to, all liabilities of Sun to its stockholders (with respect to obligations under the First Merger or relating to the Reincorporation). Subsidiary does not assume any other obligations of Parent.

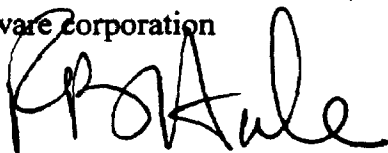
If any of the agreements, documents or instruments governing the contributed assets or assumed liabilities require the consent of any parties as condition to the assignment thereof, it is specifically understood and agreed that the foregoing assumption and agreement of the Subsidiary shall not constitute an assignment of the same without the receipt by the Subsidiary of an instrument in writing evidencing such consent if such attempted assignment, without such consent of said other party would constitute a breach thereof, or a violation of law or regulations or in any material way

affect the rights of Parent thereunder. If such consent is not obtained, Parent will take such reasonable steps to provide the Subsidiary, its successors and assigns, the benefits under any such instruments which were not assigned hereby, including collection for the account of the Subsidiary, its successors and assigns, of any amounts payable or becoming payable to Parent thereunder and enforcement, at the cost and for the benefit of the Subsidiary, its successors and assigns, of any and all rights of Parent against the other party thereto arising out of the breach or cancellation by such other party or otherwise.

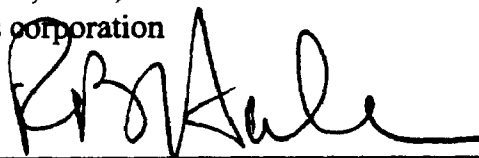
In conjunction with the execution of this agreement, the parties hereto may from time to time execute and deliver additional instruments relating to the contributed assets or the assumed liabilities hereunder.

EXECUTED the date in here first written above.

BRAZOS SPORTSWEAR, INC.,
a Delaware corporation

By: 
Name: RANDALL B HASE
Title: CHAIRMAN

BRAZOS, INC.,
a Texas corporation

By: 
Name: RANDALL B HASE
Title: CHAIRMAN