

REC

07-06-2001



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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): 6-2901  
 Fleet Capital Corporation  
 300 Galleria Parkway  
 Suite 800  
 Atlanta, GA 30339

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

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

2. Name and address of receiving party(ies):  
 Name: Hampton Industries, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 15 West 34th Street  
 City: New York State: NY ZIP: 10001

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State North Carolina  
 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 conveyances:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Release of Collateral Assignment

Execution Date: June 27, 2001

4. Application Number(s) or registration number(s):  
 A. Trademark Application.(s)  
SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Brad DAVIS  
 Internal Address: 2001 Jefferson Davis Hwy Suite 1207  
 Street Address: 2001 Jefferson Davis Hwy Arlington, VA 22202  
 City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

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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*

Domenic Romano, Esq. by Domenic Romano, Esq.  
 Name of Person Signing                      Signature                      Date June 27, 2001

Total number of pages including coversheet, attachments, and document:  

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

SCHEDULE A

to Trademark Transfer and Assignment  
dated June 26, 2001  
by Fleet Capital Corporation, as Agent  
to Hampton Industries, Inc.

	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Issue Date</u>
	Flipbox	United States	2,224,085	02/16/99
	Hampco	United States	1,018,058	08/12/75
	Hampton	United States	522,109	05/14/50
	Hampton	United States	1,240,458	05/31/83
	Kaynee	United States	90,312	02/18/13
	Kaynee (stylized Kaynee Company)	United States	1,302,781	10/30/84
	Nexpander	United States	662,880	06/10/58
	Campus and Design	United States	189,503	09/23/24
	Le Tigre	United States	1,186,863	01/19/82
	Le Tigre & Tiger Design	United States	1,187,764	01/26/82
	Le Tigre & Tiger Design	United States	1,490,278	05/31/88
	X-Statx	United States	1,564,672	11/07/89
	X-Statx	United States	1,636,969	03/05/91


**TRADEMARK TRANSFER AND ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned, Fleet Capital Corporation, a Rhode Island corporation in its capacity as administrative and collateral agent for several lenders ("Assignor"), does hereby sell, assign, transfer and convey to Hampton Industries, Inc., a North Carolina corporation ("Assignee"), **without any representation or warranty by, or recourse to, Assignor**, all right, title and interest of Assignor in and to the and trademarks listed on Schedule A attached hereto, arising under that certain Trademark Security Agreement, dated October 31, 2000, between Assignee and Assignor (as at any time amended, the "Trademark Security Agreement"), recorded November 6, 2000, on Reel No. 002188, Frame 0210, United States Patent and Trademark Office, together with the goodwill of the business symbolized by the marks.

This Assignment intended to operate as a release of all liens and security interests conveyed by Assignee to Assignor pursuant to the terms of that certain Trademark Security Agreement, and to reassign to Assignee all of Assignor's right, title, and interest acquired pursuant to the terms of such Trademark Agreement.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be signed and sealed by its duly authorized officers, on June 26, 2001.

**FLEET CAPITAL CORPORATION,**  
as Agent

By:   
Name: Robert C. Rose  
Title: SVP

STATE OF GEORGIA )  
 )  
COUNTY OF Cobb )

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this 26<sup>th</sup> day of June, 2001, personally appeared Robert G. Rose III to me known personally, and who, being by me duly sworn, deposes and says that he is the Senior Vice President of Fleet Capital Corporation, a Rhode Island corporation, and that said instrument was signed by him on behalf of said corporation by authority of its Board of Directors, and said Senior Vice President acknowledged said instrument to be the free act and deed of said corporation.

Kristen S. Papageorge  
Notary Public  
Executed on June 26, 2001  
My Commission Expires: 7/15/02

[NOTARIAL SEAL]

