

04-05-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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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):

FINOVA CAPITAL CORPORATION

- Individual(s) Association General Partnership Limited Partnership Corporation-State - Delaware 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: May 27, 1999

2. Name and address of receiving party(ies)

Name: BAYER CLOTHING GROUP, INC.

Internal

Address:

Street Address: Target Square, RD 4

City: Clearfield State: PA Zip: 16830

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional number(s) attached Yes No

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

Name: Charles E. Baxley, Esquire

Internal Address: Suite 309

Street Address: 90 John Street

City: New York State: N.Y. Zip: 10038

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 280.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

02-1435

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

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.

Charles E. Baxley, Esquire

Name of Person Signing

Signature

Signature

March 31, 2004

Date

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

04/05/2004 LNUELLER 00000003 2049289

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

01 FC: 6521 02 FC: 6522

40.00 OP 150.00 OP

ATTORNEY DOCKET: 14333 B

TRADEMARK REEL: 002946 FRAME: 0384

**ASSIGNMENT OF INTEREST IN TRADEMARKS FROM
FINOVA CAPITAL CORPORATION TO BAYER CLOTHING GROUP, INC.**

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>
ADJUSTEASE	2 049 289
SCOTLAND YARD AUTHENTIC WEAR & Design	1 513 671
SCOTLAND YARD	1 269 979
STRETCH-O-MATIC & Design	1 204 617
SATURDAYS BRITCHES	993 984
MANNOR Stylized	1 001 303
A NOTCH ABOVE . . .	1 001 302

**ASSIGNMENT OF INTELLECTUAL
PROPERTY AND PROPRIETARY RIGHTS**

THIS AGREEMENT, effective the 27th day of May, 1999, is by and between FINOVA CAPITAL CORPORATION, a Delaware corporation ("Assignor"), having an address at 111 West 40th Street, New York, New York 10018, and BAYER CLOTHING GROUP, INC., a New York corporation ("Assignee"), having an address Target Square, RD4 Box 91B, Clearfield, Pennsylvania 16830.

WHEREAS, Assignor has acquired the right, title and interest to the Intellectual Property (as hereinafter defined) and Proprietary Rights (as hereinafter defined) of Mannor Corporation, an Alabama Corporation ("Mannor"), as of May 20, 1999, including, without limitation, the Intellectual Property and Proprietary Rights set forth in Schedule A hereto and made a part hereof, together with the goodwill of the business symbolized by such Intellectual Property and Proprietary Rights and the registrations thereof and applications therefor, pursuant to the Consent and Repossession of Collateral Agreement, dated as of May 20, 1999, by and among Assignor, Mannor and Norman Feinberg, as guarantor;

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor and Assignee, dated May 27, 1999 ("Asset Purchase Agreement"), Assignor has agreed to sell, assign and transfer, among other things, its right, title and interest, worldwide, in and to such Intellectual Property and Proprietary Rights together with the goodwill of the business symbolized by such Intellectual Property and Proprietary Rights and the registrations thereof and applications therefor, including, without limitation, all causes of action for past infringement, customer and supplier lists, files, records, data bases, software and other similar information, subject to the terms of the Asset Purchase Agreement; and

WHEREAS, it is desired that the assignment of said registrations and applications be made of record in the United States Patent and Trademark Office, and other appropriate patent and trademark offices.

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

1. (a) The term "**Intellectual Property**" means all of Mannor's registered and unregistered United States and foreign patents, copyrights, trademarks, tradenames, service marks, designs, drafts, formulas, inventions, product specifications, procedures, methods of operations, know-how, trade secrets, intellectual property and goodwill, and all rights, title and interests of Assignor of every kind, nature and description connected with the foregoing.


(b) The term "**Proprietary Rights**" means all of Mannor's process and data files, costing information, personnel information, technology, systems, computer programs, computer data, software, processes, production details, inventions, formula, designs, literature, artwork, brochures, toll-free telephone numbers, specifications, advertising and promotional materials and other proprietary rights, and all rights, title and interests of Assignor of every kind, nature and description connected with the foregoing.

2. Assignor does hereby grant, transfer, assign, convey and set over unto Assignee, its successors, assigns and legal representatives, and Assignee does hereby acquire from Assignor, all of the Assignor's right, title and interest in and to the Intellectual Property and Proprietary Rights, together with all foreign counterparts thereof, all designs and general intangibles of a like nature, all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, divisions, continuations, extensions and renewals thereof, together with the goodwill of the business symbolized by each of the Intellectual Property and Proprietary Rights, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing such trademarks and any and all proceeds of any of the foregoing, including, without limitation, licenses, royalties and proceeds of infringements suits, the right to sue for past, present and future infringements, and the right to sue for and collect the same of its own use and for the use of its successors, assigns or legal representatives.

3. Assignor agrees to execute all necessary papers throughout the world to be used in connection with any patent, trademark or copyright application or registration of Assignee relating to any of the Intellectual Property or Proprietary Rights, and the recordal of assignment therefor, including the worldwide rights to the invention described and claimed therein, and any reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part therefor as Assignee may deem reasonably necessary or expedient; and (b) at Assignee's expense to perform all other affirmative acts which in Assignee's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the Intellectual Property or Proprietary Rights. These obligations or assistance by Assignor shall survive closing related to the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have caused this assignment to be executed by their respective duly authorized officers as of the day and year first written above.

FINOVA CAPITAL CORPORATION

By: 
Name: Janel K Griffith
Title: Vice President

BAYER CLOTHING GROUP, INC.


By: _____
Name: Robert I. Bayer
Title: President

IN WITNESS WHEREOF, the parties have caused this assignment to be executed by their respective duly authorized officers as of the day and year first written above.

FINOVA CAPITAL CORPORATION

By: _____
Name:
Title:

BAYER CLOTHING GROUP, INC.

By:  _____
Name: Robert I. Bayer
Title: President

STATE OF California
COUNTY OF Los Angeles :SS

May 27, 1999

On this 27th day of May, 1999, before me, personally came Vard Griffith, to me known, who being duly sworn, did depose and say that he/she is the Vice President of FINOVA CAPITAL CORPORATION, the corporation described in and which executed the foregoing instruments; and that he signed his/her name thereto by order of the Board of Directors of said corporation.



Before me,

Monika Klingsoehr
Notary Public
My Commission Expires:

STATE OF
COUNTY OF :SS

May 27, 1999

On this 27th day of May, 1999, before me, personally came ROBERT I. BAYER, to me known, who being duly sworn, did depose and say that he is the PRESIDENT of BAYER CLOTHING GROUP, INC., the corporation described in and which executed the foregoing instruments; and that he signed his/her name thereto by order of the Board of Directors of said corporation.

Before me,

Notary Public
My Commission Expires:

STATE OF

:SS

COUNTY OF

May ____, 1999

On this ____ day of May, 1999, before me, personally came _____, to me known, who being duly sworn, did depose and say that he/she is the _____ of FINOVA CAPITAL CORPORATION, the corporation described in and which executed the foregoing instruments; and that he signed his/her name thereto by order of the Board of Directors of said corporation.

Before me,

Notary Public
My Commission Expires:

STATE OF

:SS

COUNTY OF

May 27, 1999

On this 27th day of May, 1999, before me, personally came ROBERT I. BAYER, to me known, who being duly sworn, did depose and say that he is the PRESIDENT of BAYER CLOTHING GROUP, INC., the corporation described in and which executed the foregoing instruments; and that he signed his/her name thereto by order of the Board of Directors of said corporation.

Before me,



Notary Public
My Commission Expires:

DINH Q. DOAN
NOTARY PUBLIC, State of New York
No. 02DO5082130
Qualified in New York County
Commission Expires July 21, 1999

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