

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

THE CIT GROUP/COMMERCIAL SERVICES, INC.

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

Citizenship (see guidelines) USA

Execution Date(s) March 23, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Assignment of Security Interest in Trademarks

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Patriarch Partners Agency Services, LLC

Internal

Address: _____

Street Address: 112 South Tryon Street, Suite 700

City: Charlotte

State: North Carolina

Country: USA Zip: 28284

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other LLC Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/153,864

B. Trademark Registration No.(s)

Registration Number: 1,810,084

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached additional sheets

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

Name: Stanley Tobias

Internal Address: Richards Spears Kibbe & Orbe LLP
29th Floor

Street Address: One World Financial Center

City: New York

State: New York Zip: 10281

Phone Number: 212-530-1800

Fax Number: 212-630-1801

Email Address: stobias@rsko.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 503433
Authorized User Name Stanley Tobias

9. Signature:

Stanley Tobias
Signature

April 14, 2005
Date

Stanley Tobias
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **5**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$415.00 503433 78163864

EXHIBIT ATRADEMARKS APPLICATIONS

Marks	Application No.
MG SPORT BY MERRYGARDEN	78/153,864

TRADEMARK REGISTRATIONS

Marks	Registration Date	Registration No.
OARSMAN 913 AND DESIGN	12/7/93	1,810,084
MERRYGARDEN	9/28/82	1,210,644
STYLIZED HARTWELL	3/10/87	1,432,016
SEA PALM	11/6/84	1,303,805
VIA SPORT	2/9/93	1,751,926
HARTWELL AND DESIGN	9/3/85	1,358,443
AUBURN SPORTSWEAR	10/29/85	1,367,757
SCREENMATES	2/14/84	1,267,273
CAROLINA COTTONS	5/6/97	2,060,162
GREAT AMERICAN ORIGINALS	5/11/93	1,770,818
AMERICAN COTTONS	1/6/98	2,126,759
STYLIZED HARTWELL SPORTS	2/4/97	2,034,880
DESERT HEAT	6/18/96	1,980,674
OARSMAN 913 RUGGED DURABLE	9/18/01	2,490,248
SOUTHPORT AND DESIGN	11/5/63	759,736

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment"), dated as of March 22, 2005, by THE CIT GROUP/COMMERCIAL SERVICES, INC. ("Assignor") in favor of PATRIARCH PARTNERS AGENCY SERVICES, LLC, as successor administrative agent for the Lenders referred to below (in such capacity, the "Assignee").

WHEREAS, Hartwell Industries, Inc., as borrower (the "Borrower"), entered into that certain Loan and Security Agreement, dated as of January 30, 2004 (as amended, modified supplemented and restated from time to time, the "Loan Agreement"), with the financial institutions from time to time party thereto (the "Lenders") and Assignor, as administrative agent for the Lenders;

WHEREAS, pursuant to that certain Security Agreement (Trademarks), dated as of January 30, 2004 (as amended, supplemented or otherwise modified from time to time, the "Prior Trademark Security Agreement"), Borrower assigned and granted to Assignor, for itself and the benefit of the Lenders, a continuing security interest, and a continuing lien on, all of Borrower's right, title and interest in and to all of its trademarks and trademark applications;

WHEREAS, pursuant to that certain Consent to Appointment of Successor Agent, dated as of March 4, 2005 (the "Consent Agreement"), by and among Assignor as resigning agent, and Assignee, as successor agent, and Borrower, Assignor assigned and delegated to Assignee, and Assignee accepted such assignment and delegation from Assignor, all of Assignor's respective rights, remedies, duties and other obligations under, among other things, the Prior Trademark Security Agreement;

WHEREAS, pursuant to that certain Amended and Restated Trademark Security Agreement, dated as of the date hereof (the "Successor Trademark Security Agreement"), between Borrower and the Assignee, Borrower (a) amended and restated its obligations under the Prior Trademark Security Agreement and (b) reaffirmed and continued its grant of security interest in, and pledge and mortgage of, all of its trademarks and trademark applications to Assignee (as successor in interest to Assignor as the secured party under the Prior Trademark Security Agreement), for itself and for the benefit of the Lenders;

WHEREAS, in furtherance of the Consent Agreement and the Successor Trademark Security Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest under the Prior Trademark Security Agreement, including, without limitation, its right, title and interest in the patents and patent applications listed on Exhibit A attached hereto (collectively, the "Trademark Rights");

WHEREAS, the parties now wish to effectuate the assignment of the Trademark Rights from Assignor to Assignee by filing this Assignment with the United States Patent and Trademark Office.

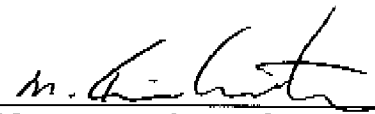
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, grants and transfers unto Assignee the Trademark Rights.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee of the Trademark Rights.

[Remainder of page intentionally left blank; signatures follow on next page]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Interest in Trademarks as of this 23 day of March, 2005.

**THE CIT GROUP/COMMERCIAL
SERVICES, INC.**

By: 
Name: M. KIM CARPENTER
Title: VICE PRESIDENT