

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AMERICAN TROUSER, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State of Mississippi
☐ 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: March 16, 2004

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

BLOCK CORPORATION
350 Fifth Avenue
New York, New York 10118

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation - State of Delaware
☐ Other _____

Domestic representative is attached:

☐ Yes ☒ No

Additional name(s) & address(es) attached?

☐ Yes ☒ No

4. (A.) Trademark Application No.(s)

4. (B.) Trademark Registration No.(s)

1640549 1383484
1282604 1406871
769209 1826972
801564 2202838

Additional numbers attached? ☐ Yes ☒ No

5. Correspondence should be mailed to:

VICTOR M. TANNENBAUM
ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017

6. Total number of applications and registrations involved:.....

8

7. Total fee (37 CFT 3.41): \$ 215.00

☐ Enclosed

(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

☒ Authorized to be charged to deposit account
Deposit account number: 01-0035

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

DO NOT USE THIS SPACE

8. 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.

VICTOR M. TANNENBAUM
Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet, attachments and documents:

5

Execution Copy

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 16, 2004 (the "Effective Date"), is made by and between American Trouser, Inc., a Mississippi Subchapter S corporation ("Assignor") and Block Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 16, 2004, by and among Assignor, Assignee, Daniel W. Berry, J. Davis Baker, Richard D. DeSousa, Alfred J. Moeckel and John L. Rossi (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties, rights and interests relating to the Business as defined in the Purchase Agreement;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement;

WHEREAS, Assignor is the owner of the United States trademark registrations set forth on Schedule A (collectively, the "Trademarks") and the goodwill of the Business associated therewith; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the promises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the Business in connection with which the Trademarks are used, including all registrations, applications and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks and any other similar Government Authority to record Assignee as the assignee and owner of the Trademarks and other intellectual properties described in the preceding paragraph, and issue all registrations thereof to Assignee, as assignee of the entire right, title and interest in, to and under

the same for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

Assignor covenants and agrees it will, upon the reasonable request of Assignee and at Assignor's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder.

This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Mississippi applicable to contracts executed in and to be performed in that State (without regard to conflicts of laws provisions thereof).


This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

AMERICAN TROUSER, INC.

By: 
Name: Daniel W. Berry
Title: CEO

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

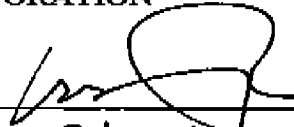
On the 6th day of March in the year 2004 before me, the undersigned, personally appeared Daniel W. Berry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.


Notary Public:
My commission expires:

MARIA L. CARUSO
Notary Public, State of New York
No. 41-482588
Qualified in Queens County
Commission Expires Jan. 31, 2007

ASSIGNEE:

BLOCK CORPORATION

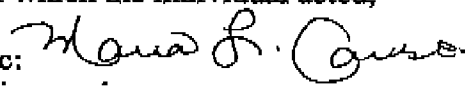
By: 
Name: Peter Ann
Title: Chairman

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On the 6th day of March in the year 2004 before me, the undersigned, personally appeared Peter Ann, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public: 
My commission expires:

MARIA L. CARUSO
Notary Public, State of New York
No. 41-482588
Qualified in Queens County
Commission Expires Jan. 31, 2007

NYK 893573-1.064183.0013

RECORDED: 03/19/2004

TRADEMARK
REEL: 002816 FRAME: 0675