

10-15-1999



Form PTO-1594 1-31-92 101173731 U.S. DEPARTMENT OF COMMERCE 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): The Belding Thread Group, LLC... 2. Name and address of receiving party(ies): Name: Barbour Industries, Inc. Internal Address: Street Address: 20 Blue Mountain Road... 3. Nature of conveyance: X Assignment & Bill of Sale Security Agreement Release... 4. Application number(s) or registration number(s): A. Trademark Application No.(s) 1,247,107... 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Meredith Schorr Internal Address: White & Case LLP... 6. Total number of applications and registration involved: 20... 7. Total fee (37 CFR 3.41): \$515.00... 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

WRD 10.11.99

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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. -Meredith Schorr... Signature: [Handwritten Signature] Date: 10/19/99 Total number of pages comprising cover sheet: [ ]

OMB No. 0651-0011 (exp. 4/94)

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# SCHEDULE

<u>Mark</u>	<u>Reg #</u>
DESIGN ONLY	1,247,107
DESIGN ONLY	1,236,308
POLYMATIC	1,246,409
NYMOMATIC	1,211,610
BCI	1,211,160
MOLECULOY	709,790
WAXON	707,614
DASEW	593,650
DASHU	597,987
NYLSHU	570,322
HEMBOBS	579,956
SUGAR-'N-CREAM	564,183
MONOBOND	537,845
NYLOCK	544,786
NYMO-TEE	515,451
NYLBOND	513,481
NYMO	501,095
DESIGN ONLY	398,288
DESIGN ONLY	392,533
CORTICELLI AND DESIGN	391,521

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BILL OF SALE AND ASSIGNMENT

Belding Heminway Company, Inc., a Delaware corporation (the "Company"), The Belding Thread Group, LLC, a Connecticut limited liability company ("Belding Thread Group"), Danfield Threads, Inc., a Connecticut corporation ("Danfield"), Culver International, Inc., a New Jersey corporation ("Culver International"), American Collars, Inc., a Connecticut corporation ("American Collars"), The Bridge Realty Company, a Connecticut corporation ("Bridge Realty"; together with the Company, Belding Thread Group, Danfield, Culver International and American Collars, the "Sellers"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, convey, deliver and transfer to Barbour Industries, Inc. (formerly HP Belt Acquisition Corporation), a Delaware corporation (the "Buyer"), its successors and assigns, forever, all the Sellers' estate, right, title and interest in and to the Acquired Business located in the States of New York and Connecticut, and in and to the Acquired Assets that are (i) located in such States and (ii) used in connection with the operations of the Acquired Business in such States (the "Purchased Assets").

Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Asset Purchase Agreement dated as of December 12, 1996 (the "Asset Purchase Agreement"), among the Sellers, the Buyer and Hicking Pentacost PLC, a public limited company registered in England and Wales.

Each of the Sellers hereby authorizes the Buyer to take all appropriate action to protect the estate, right, title and interest in and to the Purchased Assets hereby sold, assigned, conveyed, delivered and transferred to the Buyer against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.

Notwithstanding the foregoing, to the extent that the transfer or assignment of any lease, contract, permit, license, or other asset included in the Purchased Assets requires the consent of a third party, this Bill of Sale and Assignment shall not constitute a transfer or assignment of the same, until such time as such consent is obtained, if an attempted transfer or assignment without such consent would constitute a breach thereof, but this Bill of Sale and Assignment shall constitute a transfer or assignment of all proceeds or benefits arising thereunder subject to Section 1(g) of the Asset Purchase Agreement. Each of the Sellers agrees and undertakes to secure those consents and waivers relating to it that are required to be secured in accordance with the terms of the Asset Purchase Agreement.

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Each of the Sellers will, whenever and as often as reasonably required to do so by the Buyer or its successors and assigns, execute, acknowledge, perform and deliver any and all such other and further acts, deeds, assignments, transfers, conveyances, confirmations, and any instruments of further assurance, approvals and consents as may be necessary or proper in order to complete, assure and perfect the conveyance and transfer to the Buyer and its successors and assigns all the Seller's estate, right, title and interest in and to the assets transferred hereby.

This Bill of Sale and Assignment is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Bill of Sale and Assignment, the terms of the Asset Purchase Agreement shall prevail.

This Bill of Sale and Assignment will be effective upon its execution and delivery to the Buyer and will inure to the benefit of the Buyer, its successors and assigns.

This Bill of Sale and Assignment shall be governed and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

IN WITNESS WHEREOF, each of the undersigned has caused this Bill of Sale and Assignment to be duly executed on the 26th day of March, 1997.

BEIDING HEMINWAY COMPANY, INC.

By: [Signature]  
Name: Karen Brenner  
Title: President and CEO

THE BEIDING THREAD GROUP, LLC

By: [Signature]  
Name: Edward F. Cooke  
Title: V.P., Chief Accounting Officer and Secretary

DANFIELD THREADS, INC.

By: [Signature]  
Name: Edward F. Cooke  
Title: V.P., Chief Accounting Officer and Secretary

CULVER INTERNATIONAL, INC.

By: [Signature]  
Name: Edward F. Cooke  
Title: V.P., Chief Accounting Officer and Secretary

AMERICAN COLLARS, INC.

By: [Signature]  
Name: Edward F. Cooke  
Title: V.P., Chief Accounting Officer and Secretary

THE BRIDGE REALTY COMPANY

By: [Signature]  
Name: Edward F. Cooke  
Title: V.P., Chief Accounting Officer and Secretary