

02-22-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RE



101985627

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):

STEEL HEDDLE MFG. CO.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ 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: 11/30/2001

2. Name and address of receiving party(ies)

Name: BHNV STEEL HEDDLE, INC.

Internal

Address: _____

Street Address: Post Office Box 1867

City: Greenville State: SC Zip: 29608

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

76/330,022

B. Trademark Registration No.(s)

1,177,859; 1,168,075; 1,496,549 and 2,062,780

Additional number(s) attached ☐ Yes ☒ No

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

Name: DORITY & MANNING, P.A.

Internal Address: _____

James M. Bagarazzi

Street Address: Post Office Box 1449

City: Greenville State: SC Zip: 29602-1449

6. Total number of applications and

registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

04-1403

Charge 120.00

(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.

James M. Bagarazzi

Name of Person Signing

Signature

Date

6

02/22/2002 DBYRNE 00000126 041403 76330022 Total number of pages including cover sheet, attachments, and document: 6

01 FC:481
02 FC:482
03 FC:48440.00 OP
100.00 OP

120.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002417 FRAME: 0708

ASSIGNMENT OF TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS (this "**Assignment**") is made as of November (29), 2001 (the "**Effective Date**"), by and between STEEL HEDDLE MFG. CO. (the "**Assignor**"), debtors and debtors in possession under Chapter 11 Case No. 01-10250 (SLR) pending in the United States Bankruptcy Court for the District of Delaware, and BHNV STEEL HEDDLE, INC., a Delaware corporation ("**Assignee**").

RECITALS

WHEREAS, the Assignor has sought relief under Chapter 11 of Title 11 of the United States Code (the "**Code**") by commencing a voluntary case in the United States Bankruptcy Court for the District of Delaware; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of August 27, 2001 (as amended) (collectively, the "**Purchase Agreement**"), and the documents and agreements delivered pursuant thereto, the Assignor and Assignee have agreed that Assignee shall purchase certain rights and assets including those rights in and to the Acquired Assets (as defined in the Purchase Agreement), including (without limitation) those assets and rights described herein (collectively the "**Transferred Intellectual Property**") in the manner and subject to the terms and conditions set forth in the Purchase Agreement and the applicable provisions of the Code, and pursuant and subject to the "*Order (A) Approving Sale of Textile Business Free and Clear of All Liens, Claims, Encumbrances and Other Interests; (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Affording Related Relief*" entered by the Bankruptcy Court on November 1, 2001 (the "**Sale Order**")"; and

WHEREAS, in furtherance and confirmation of the provisions of the Purchase Agreement and the Sale Order, the Assignor has agreed to sell, convey, assign and transfer to Assignee all of its respective rights, title and interests to said Transferred Intellectual Property, all in the manner and subject to the terms and conditions set forth in the Sale Order and as set forth more specifically in this Instrument; and

WHEREAS, the parties hereto wish to confirm by this Instrument their intention that the Transferred Intellectual Property, be and have been transferred to Assignee in accordance with the Purchase Agreement and Sale Order.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, agree as follows:

- (1) All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto under the Purchase Agreement;
- (2) Assignor does hereby sell, assign, transfer and deliver unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to all

material Intellectual Property of the Assignor, known by the Assignor to be used in the conduct of the Business and to the extent assignable to Assignee including, without limitation, the Transferred Intellectual Property listed on Exhibit A hereto, provided that the Assignor shall retain the right to use the Trademark Properties included in such Transferred Intellectual Property in connection with the Bankruptcy Case and, to the extent reasonably necessary or appropriate to the winding down of Assignors affairs, in connection with the filing, confirmation, consummation and implementation of a chapter 11 plan or in connection with the conduct of the Bankruptcy Case or the dismissal of the Bankruptcy Case or conversion of the Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code, together with the goodwill of the business connected with the use of and symbolized by the Transferred Intellectual Property.

- (3) Assignor shall execute such documents and take such further actions as may be reasonably required to carry out the provisions of this Assignment and the transactions contemplated hereby; provided, however, that the Assignor shall not be obligated to incur or be liable for any expense, cost or obligation in connection therewith.
- (4) Notwithstanding anything to the contrary herein, the Assignor does not make any representations or warranties with respect to the Transferred Intellectual Property and is making the assignment provided herein subject to all disclaimers, exceptions and acknowledgements set forth in Section 4.20 of the Purchase Agreement (disregarding the exception set forth at the beginning of such Section 4.20).

Signatures appear on next page.

IN WITNESS WHEREOF, the Assignor has executed this instrument in its name by its duly authorized officers, as of the date set forth above.

ATTEST:

STEEL HEDDLE MFG. CO., Debtor and
Debtor in Possession:

By: _____

By: Robert W. Dillon

Name: _____

Name: Robert W. Dillon

Title: _____

Title: President

EXHIBIT A

TO

ASSIGNMENT OF TRADEMARKS

US Trademarks

Mark	Registration No.	Registration Date
Jet Eye	2,062,780	05/20/97
Draw-O	1,496,549	07/19/88
Duralite	1,177,859	11/17/81
SH	1,168,075	09/08/81
MVS	1,039,122	04/___/74

Tradenames

"Steel Heddle"

"Steel Heddle International"

Domain Name: "steelheddle.com"

Stehedco

Licensed Intellectual Property

Agreement between Grob & Co. Ltd. and Steel Heddle Manufacturing Co., dated March 15, 1984.

Contract between Grob & Co. Ltd. and Steel Heddle Manufacturing Co., dated March 15, 1984.

Trademark License Contract (Drawextra) between Grob & Co. Ltd. and Steel Heddle Manufacturing Co., dated March 15, 1984.

State of Delaware

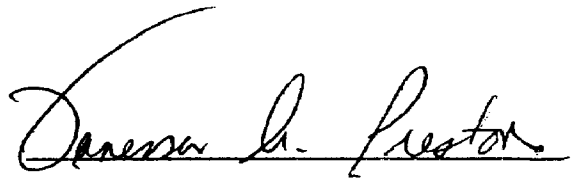
County of

New Castle

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SS.

On this 30th day of November, 2001, before me appeared Robert W. Dillon the person who signed this instrument, who acknowledged that he signed this instrument as a free act on the behalf of the Assignor.



Notary Public

My Commission Expires: 03-11-02