

12-02-2002



Form PTO-1594 (Rev. 03/01)

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

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

102297759 TRADEMARKS ONLY

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

1. Name of conveying party(ies): Name: S&S Industries, Inc. 11-26-02
Individual(s) Association
General Partnership Limited Partnership
Corporation- New York
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: S&S Acquisition Corp
Internal
Address:
Street Address: 385 Gerard Avenue
City: New York State: New York Zip: 10451
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other: Assignment of Security Agreement
Execution Date: October 31, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes No

B. Trademark Registration No.(s): 2,493,200; 2,438,651; 2,171,504; 1,905,049; 1,817,470; 1,758,480

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Heather Mapstone, Esq.
Internal Address: Nixon Peabody LLP
Street Address: Clinton Square, P.O. Box 31051
City: Rochester State: NY Zip: 14603

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41) \$ 165.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-1804
(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 document is a true original document.
Heather Mapstone Signature Date 11/20/02

Total number of pages including cover sheet, attachments, and document: 6

12/02/2002 MUELLER 00000076 2493200
01 FC:0521 40.00 OF
02 FC:0522 125.00 OF
R643090.1

TRADEMARK REEL: 002625 FRAME: 0134

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of the 31st day of October, 2002 by S. & S. Industries, Inc., a New York corporation (“**Assignor**”), to S&S Acquisition Corp., a New York corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor is the beneficial owner of all right, title and interest in and to the servicemarks, trademarks, servicemark and trademark applications, and trade names listed on Schedule A hereto (the “**Marks**”); and

WHEREAS, Assignor and Assignee (as assignee of New S&S Industries, Inc.) are parties to an Asset Purchase Agreement dated as of October 17, 2002 (the “**Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including, without limitation, the Marks.

NOW THEREFORE, for good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor:

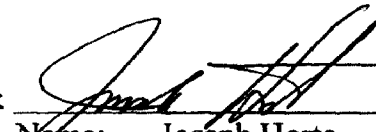
1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

2. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed therein.

[The Remainder of this Page Left Blank Intentionally]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

S. & S. INDUSTRIES, INC.

By: 
Name: Joseph Horta
Title: President

[Signature Page to Trademark Assignment]

SCHEDULE A

See Attached

TRADEMARK REPORT

COMFORT FRAME

S & S INDUSTRIES, INC.

REG No: 1905049
APP No: 74/427716

07/11/95
08/23/93

Renewal Due: 07/11/05

Class: Int 25

UNITED STATES

Trademark
Registered

our ref: 839,340

Goods: Brassiere wires sold in pre-cut forms, in Class 25.
----First Use and in Commerce September 1994; in Commerce
October 1994.
----Sec 8/15 filed and accepted August 31, 2001

FEATHER-LITE

S & S INDUSTRIES, INC.

REG No: 1817470
APP No: 74/154853
ORG No: 1817470

01/18/94
04/08/91

Renewal Due: 01/18/04

Class: Int 26

UNITED STATES

Trademark
Registered

our ref: 830,333

Goods: Brassiere underwires
----first use Aug 03 1993, in commerce Aug 10 1993
----SEC. 8/15 Affidavit accepted April 11, 2001

MILLENIUM WIRE

S & S INDUSTRIES, INC.

REG No: 2438651
APP No: 76/043513

03/27/01
05/05/00

Renewal Due: 03/27/11
USE AFF. DUE 03/27/07

Class: INT 26

UNITED STATES

Trademark
Registered

our ref: 865,867

Goods: Brassiere underwires.
----First use and in commerce January 1, 2000
----Disclaimer: No claim is made to the exclusive use of the word "WIRE" apart from the mark.

SOFWIRE

S & S INDUSTRIES, INC.

REG No: 2493200
APP No: 75/689092

09/25/01
04/21/99

Renewal Due: 09/25/11
USE AFF. DUE 09/25/07

Class: Int 25

UNITED STATES

Trademark
Registered

our ref: 718,213

Goods: Underwires which are sold as a component of brassieres in class
25
----First use and in commerce November 27, 2000

SUPERFLEX

S & S INDUSTRIES, INC.

REG No: 2171504
APP No: 74/557724

07/07/98
08/05/94

Renewal Due: 07/07/08
USE AFF. DUE 07/07/04

Class: Int 25

UNITED STATES

Trademark
Registered

our ref: 843,871

Goods: Underwires which are sold as a component of brassieres and
swimsuits
----First use and in commerce August 11, 1997

TRADEMARK REPORT

WE SET THE WORLD ON WIRE
S & S INDUSTRIES, INC.

UNITED STATES
Trademark
Registered

REG No: 1758480
APP No: 74/217470

03/16/93
10/31/91

Renewal Due: 03/16/03

Class: Int 26

our ref: 832,49C

*Goods: Wire, stays and boning for use in feminine apparel.
---First use and in commerce Jul 1991.
---Sec. 8/15 filed and accepted June 1, 1998*