

10-17-2003

Form PTO-1594
1-31-92

10-14-03



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

102576419

ed original documents or copy thereof

1. Name of conveying party(ies): Belding Heminway Company, Inc.

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

- Individuals
- General Partnership -
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Name: Barbour Industries, Inc.
 Street Address: 20 Blue Mountain Road
 City: Anniston State: Alabama ZIP: 36206

Individual(s) citizenship

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Interest
- Other Corrective Assignment to Reel/Frame Number
- Merger
- Change of Name

- Association
- General Partnership
- Limited Partnership
- Corporation- Alabama
- Other _____

001974/0634 Recorded on 10/11/99

Execution Date: March 26, 1997

4. Application number(s) or registration number(s):

Trademark Registration No.(s) 1,246,409; 515,451; 501,095

A. Trademark Application No.(s)

Additional numbers attached? Yes No

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

Name: Alan Blum, Esq.
 Internal Address: _____

6. Total number of applications and registration involved

3

7. Total fee (37 CFR 3.41): \$ 90

- Enclosed
- Authorized to be charged to deposit account

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

8. Deposit account number:

23-1705 (in event of deficiency)

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

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9. Statement and signature. 40.00 DP
I, the undersigned, declare under penalty of perjury that the foregoing information is true and correct and any attached copy is a true copy of the original document. 50.00 DP

Matthew Bart
Name of Person Signing

Matthew Bart
Signature

October 14, 2003
Date

Total number of pages comprising cover sheet: 5

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

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Mail documents to be recorded with required cover sheet information to:

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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 General Partnership - <input type="checkbox"/> Individuals <input type="checkbox"/> Corporation - <input type="checkbox"/> Limited Partnership Other Limited Liability Company - Connecticut Additional name(s) of conveying party(ies) attached? Yes X No	2. Name and address of receiving party(ies): Name: Barbour Industries, Inc. Internal Address: Street Address: 20 Blue Mountain Road City: Anniston State: Alabama ZIP:36201 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation Alabama Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment & Bill of Sale <input type="checkbox"/> Security Agreement <input type="checkbox"/> Release <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name Execution Date: 3/28/97	4. Application number(s) or registration number(s): A. Trademark Application No.(s) Trademark Registration No.(s) 1,247,107 Additional numbers attached? X Yes No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Meredith Schorr Internal Address: White & Case LLP Street Address: 1155 Avenue of the Americas City: New York State: NY ZIP: 10036 Client/matter 1105689-0001	6. Total number of applications and registration involved: 20	7. Total fee (37 CFR 3.41): \$515.00 <input checked="" type="checkbox"/> Enclosed (enclosed with original submission) <input type="checkbox"/> Authorized to be charged to deposit account
		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 _____
 Name of Person Signing Signature Date
 Total number of pages comprising cover sheet:

OMB No. 0851-0011 (exp. 4/94)

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 02 FC:482 475.00 DP

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REEL: 001974 FRAME: 0634

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REEL: 002845 FRAME: 0316

BILL OF SALE AND ASSIGNMENT

Belding Reminway 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 Kicking 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 laws.

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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 Spencer
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

RECORDED: 10/11/1999

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REEL: 001974 FRAME: 0638

RECORDED: 10/14/2003

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