

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S&S Industries, Inc.		10/17/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	NANCY CREEK CAPITAL INVESTMENTS
Street Address:	3825 Paces Walk
Internal Address:	Suite 350
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2438651	MILLENIUM WIRE
Registration Number:	2493200	SOFWIRE
Registration Number:	1905049	COMFORT FRAME
Registration Number:	1758480	WE SET THE WORLD ON WIRE
Registration Number:	1817470	FEATHER-LITE
Registration Number:	1585842	AQUALON
Registration Number:	1393769	BUTTERFLY FRAME
Registration Number:	1337542	FLEX-LITE
Registration Number:	0994766	CUSHION TIP

CORRESPONDENCE DATA

Fax Number: (404)527-4198  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-527-4000

CH \$240.00 2438651

Email: mlaip@mckennalong.com  
Correspondent Name: Mckenna Long & Aldridge LLP  
Address Line 1: 303 Peachtree Street  
Address Line 2: Suite 5300  
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	10333.0007
NAME OF SUBMITTER:	Stacy L. Thedans
Signature:	/Stacy Thedans/
Date:	10/17/2006

Total Attachments: 2  
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**ASSIGNMENT FOR SECURITY**

**TRADEMARKS**

WHEREAS, S&S INDUSTRIES, INC., a New York corporation (the "Assignor"), owns the trademarks and service marks listed on the annexed Schedule 1A.

WHEREAS, the Assignor has entered into a Security Agreement, dated October 17, 2006, (the "Security Agreement"), in favor of NANCY CREEK CAPITAL INVESTMENTS, LLC, a Delaware limited liability company (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations (if any) thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 17, 2006.

**S&S INDUSTRIES, INC.**

By: 

Name: \_\_\_\_\_

*Thomas S Kelly*

Title: \_\_\_\_\_

*Director*

**TRADEMARK**

**REEL: 003410 FRAME: 0573**

Schedule 1A

Trademarks/Service Marks

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
76043513	2438651	MILLENNIUM WIRE
75689092	2493200	SOFWIRE
74427716	1905049	COMFORT FRAME
74217470	1758480	WE SET THE WORLD ON WIRE
74154853	1817470	FEATHER-LITE
73810820	1585842	AQUALON
73502087	1393769	BUTTERFLY FRAME
73502087	1337542	FLEX-LITE
72437003	0994766	CUSHION TIP