

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEEL HEDDLE MANUFACTURING CO.		11/29/2001	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	BHNV STEEL HEDDLE, INC.		
Street Address:	1801 Rutherford Road		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29609		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2999430	STEEL HEDDLE	
CORRESPONDENCE DATA			
Fax Number:	(864)233-7342		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	864-271-1592		
Email:	docketing@dority-manning.com		
Correspondent Name:	DORITY & MANNING, P.A.		
Address Line 1:	P.O. Box 1449		
Address Line 2:	James M. Bagarazzi		
Address Line 4:	Greenville, SOUTH CAROLINA 29602-1449		
ATTORNEY DOCKET NUMBER:	SHM-MISC		
NAME OF SUBMITTER:	JAMES M. BAGARAZZI		
Signature:	/james m. bagarazzi/		

OP \$40.00 2999430

Date:

04/30/2008

Total Attachments: 5

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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.

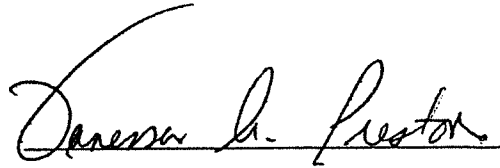
State of Delaware

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SS.

County of New Castle

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: 03-31-02