

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Richard Little		10/27/2008	INDIVIDUAL:
Friction Free Technologies, Inc.		10/27/2008	CORPORATION:
Newco Friction Technologies Corp.		10/27/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Whitford Worldwide Company
Street Address:	47 Park Avenue
Internal Address:	Attn: David P. Willis, Jr.
City:	Elverson
State/Country:	PENNSYLVANIA
Postal Code:	19520
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76579218	FRICION FREE
Serial Number:	76430293	FRICION FREE
Serial Number:	75176968	BLISTER GUARD
Serial Number:	78334192	FATIGUE REDUCERS
Serial Number:	78444175	SMART COTTON
Serial Number:	75501988	RX COMFORT SOCKS FOR SENSITIVE SKIN
Serial Number:	78334229	PT-PHYSICAL TRAINING
Serial Number:	78334227	BAREFOOT SHOE
Serial Number:	77078875	SMART POLY

CORRESPONDENCE DATA

Fax Number: (215)665-8181

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 REEL: 003913 FRAME: 0289**

OP \$240.00 76579218

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-665-8464
Email: sgiroux@weirpartners.com
Correspondent Name: Stephen M. Giroux, Esquire
Address Line 1: 1339 Chestnut Street
Address Line 2: Suite 500
Address Line 4: Philadelphia, PENNSYLVANIA 19107

ATTORNEY DOCKET NUMBER:	1280-106
NAME OF SUBMITTER:	Stephen M. Giroux, Esquire
Signature:	s/Stephen M. Giroux/
Date:	01/05/2009

Total Attachments: 29

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EXECUTION VERSION

PATENT AND TRADEMARK PURCHASE AND
ASSIGNMENT AGREEMENT

This Patent and Trademark Purchase and Assignment Agreement ("Agreement") is made as of this 27th day of October, 2008, by and among Friction Free Technologies, Inc., a Delaware corporation ("FFT"), Newco Friction Technologies Corp., a Delaware corporation ("Newco"), Richard Little, an individual ("Little") and Whitford Worldwide Company, a Delaware corporation ("Whitford"). FFT, Newco, Little and Whitford are each referred to as a "Party" and collectively as the "Parties".

BACKGROUND

WHEREAS, pursuant to a Patent Assignment and Assumption Agreement between Robert T. Gunn ("Gunn") and Newco dated as of September 1, 2000, an unsigned corrected copy of which is attached hereto as Exhibit "1" which shall be replaced by an executed copy upon receipt of same from Gunn, Gunn sold, assigned, transferred and conveyed to Newco all of Gunn's rights, title and ownership in and to certain United States patents, together with all international patents and patent applications based on such United States patents, as well certain United States trademarks; and

WHEREAS, Little is the holder of a Secured Promissory Note dated September 1, 2000 ("Note") issued to Little by FFT, the payment of which is secured by the guaranty of Newco pursuant to a Guaranty Agreement dated September 1, 2000 ("Guaranty"), a copy of which is attached hereto as Exhibit "2", and further secured by a pledge by Newco of certain patents and trademarks pursuant to a Pledge Agreement dated September 1, 2000, a copy of which is attached hereto as Exhibit "3"; and

WHEREAS, FFT has defaulted on its obligations to Little under the Note as evidenced by a notice from by Little to Gunn and FFT on May 8, 2004; and, as reaffirmed by Little and Gunn on August 8 through August 12, 2008 in the minutes of Newco, a copy of which is attached hereto as Exhibit "4"; and

WHEREAS, in accordance with a Trademark Assignment dated as of September 15, 2005 between Gunn and FFT, a copy of which is attached hereto as Exhibit "5", Gunn conveyed, transferred and assigned to FFT all of his right, title and interest in and to certain trademarks, trade names and service marks; and

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WHEREAS, subsequent to September 1, 2000, additional United States patents and trademarks, as well as international patents and trademarks, were issued to Gunn and thereafter assigned by Gunn to FFT; and

WHEREAS, Little is willing to release the security interest and any and all other rights he may have pursuant to the Note, the Guaranty and the Pledge Agreement with respect to any patents and trademarks owned by Newco; and

WHEREAS, all of the patents listed on Exhibits "6" as amended, hereto, together with all registrations and applications therefor are collectively referred to as the "Patents"; and all of the trademarks, service marks and trade names listed on Exhibit "7" hereto, together with all registrations and applications therefor are collectively referred to as the "Marks", and

WHEREAS, Whitford wishes to acquire Newco's and FFT's rights in the Patents and the Marks.

NOW, THEREFORE, in consideration of the payment of the Purchase Price (as hereafter defined) by Whitford to Newco and FFT as set forth herein, and the mutual promises and undertakings contained herein, the receipt and adequacy of which consideration is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. Assignment.

Newco and FFT hereby sell, assign, convey and transfer to Whitford, Newco's and FFT's entire right, title and interest in and to the Patents and the Marks, together with all goodwill associated therewith, for use and registration by Whitford, and all rights of action accrued, accruing and to accrue under and by virtue thereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith.

Section 2. Purchase Price.

The purchase price (the "Purchase Price") for the Patents and the Marks is One Hundred Thousand Dollars (\$100,000.00) which is payable by Whitford upon the execution of this Agreement by the Parties as follows:

- (a) Eighty Five Thousand Dollars (\$85,000.00) to Newco;
- (b) Fifteen Thousand Dollars (\$15,000.00) to FFT; and

- (c) Payment of the Purchase Price shall be made by wire transfer by Whitford directly to the account of Hawkley, Inc., which account is controlled by Little, as follows:

JP Morgan Bank
500 Stanton Christiana Road
Newark, DE 19713
ABA # 021000021
Private Bank Division
Credit Account: T&I # 999-99-651
Account Number: Q45187004
For the Account of Hawkley, Inc.

Little shall be responsible for distribution of the appropriate portion of the Purchase Price to Newco and FFT respectively. Whitford shall have no further obligation or liability with respect to payment of the Purchase Price after funds in the amount of the Purchase Price are sent by wire transfer to the above account. Little hereby indemnifies and holds Whitford harmless from any claim, liability, loss or expense resulting from Little's failure to distribute the Purchase Price to Newco and/or FFT in accordance with this Agreement.

Section 3. Newco's and FFT's Covenants.

Newco and FFT covenant and agree that they:

- (a) Shall not contest Whitford's full and complete ownership of the Patents and the Marks, including the rights to use, license the use of and/or register the Patents and the Marks;
- (b) Shall not use or seek to register the Patents and the Marks;
- (c) Shall not manufacture, advertise, market or sell any products bearing the Patents and the Marks.

Section 4. Cooperation; Costs and Expenses.

After payment of the Purchase Price and upon the request of Whitford, Newco and FFT shall execute and deliver to Whitford all documentation required to perfect the transfer of the Patents and the Marks, including without limitation, any assignments required to be filed with the United States Patent and Trademark Office; provided, however, that Newco, Little and FFT shall not be required to incur any out-of-pocket expenses. Whitford shall be responsible for preparation of all documentation required to perfect the transfer of the Patents and the Marks (including documentation necessary

to transfer the registrations from Newco's and/or FFT's predecessors in interest) and shall pay all costs incurred in connection therewith. Each Party shall execute and deliver to the other Party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

Section 5. Representations and Warranties of Newco and FFT.

To the best of their knowledge and belief, Newco and FFT warrant and represent to Whitford that:

(a) Each of Newco and FFT is a corporation duly organized and in good standing under the laws of the State of Delaware. Each of Newco and FFT has full right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement and all documents required hereby to be executed by each of Newco, Little and FFT are and shall be valid, legally binding obligations of and enforceable against each of Newco and FFT, its successors and assigns in accordance with their terms.

(c) Newco and/or FFT is the owner of all right, title and interest in and to the Patents and the Marks and all registrations associated therewith are valid and in good standing with the exceptions as noted in Exhibit "6" and Exhibit "7".

(d) Newco's and FFT's duty of cooperation under Section 4 hereof includes cooperating, as necessary, to obtain the release of any lien which may be filed in the respective registries with respect to the Patents and the Marks securing indebtedness incurred by Newco and/or FFT, as applicable.

(e) There is no past due fee or payment owing in the respective registries relating to the Patents and the Marks.

(f) There are no pending infringement actions against the Patents and the Marks. For the purposes hereof, "pending" shall mean that such proceeding has been commenced with the appropriate governmental body, all applicable parties to such proceeding have been properly served, and such proceeding has not been resolved. To the knowledge of the current officers, directors and employees of Newco and FFT, there are no threatened infringement actions against the Patents and the Marks and there are not any known facts which would provide the basis for any such infringement action.

Section 6. Representations and Warranties of Whitford.

Whitford represents and warrants to Newco and FFT that:

(a) Whitford is a corporation duly organized and in good standing under the laws of the State of Delaware. Whitford has full right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. All requisite corporate action has been taken by Whitford in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. Each of the persons signing this Agreement on behalf of Whitford is duly authorized to do so.

(b) Any and all consents and approvals which may be required in order for Whitford to enter into this Agreement or consummate the transactions contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Whitford are and shall be valid, legally binding obligations of and enforceable against Whitford, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Whitford is subject or by which Whitford is bound, or constitute a breach or default under any agreement or other obligation to which Whitford is a party or otherwise bound.

Section 7. Assignment of Existing Trademark License Agreements.

FFT is a party to various Trademark License Agreements, including without limitation, that certain Trademark License Agreement dated as of June ___ [sic], 2005 between FFT as licensor and Whitford Corporation, as licensee (hereafter collectively referred to as "License Agreements"). FFT hereby assigns its entire right, title and interest in and to the License Agreements to Whitford as of the date hereof and Whitford hereby accepts such assignment. From and after the date of this Agreement, Whitford shall succeed to any and all of the rights and obligations of FFT under the License Agreements.

Section 8. Release of Security Interest by Little.

Effective upon the execution of this Agreement by the Parties, Little releases all of the security interest in the Patents and the Marks granted to him pursuant to the Pledge Agreement, and such security interest shall be terminated and of no further force and effect without additional action on the part of Newco and Little. Provided, however, upon the request of Whitford, Newco and/or Little shall execute such documents as may be required to effect such release.

Section 9. Miscellaneous.

(a) This Agreement shall be governed by the substantive laws of the Commonwealth of Pennsylvania applicable to agreements fully executed and performed in said commonwealth. With respect to any action commenced by Newco and/or FFT against Whitford or by Whitford against Newco and/or FFT for any breach hereof or otherwise commenced with respect hereto, each of the Parties hereby irrevocably and unconditionally submits to personal jurisdiction and venue in the federal courts in the Eastern District of Pennsylvania and, if the federal court does not have subject matter jurisdiction over such action or for any reason fails or refuses to accept or hear such action, to personal jurisdiction and venue in the state courts in Chester County, Pennsylvania. Each of the Parties agrees that it shall not bring any action in any other jurisdiction. The Parties consent to service of process by certified mail, return receipt requested. A final judgment against a Party in any such action or proceeding shall be conclusive, and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of indebtedness or liability of or other remedy awarded against such Party therein described. In addition, a non-final judgment may be enforced in other jurisdictions to the extent enforceable by law. For the purposes of this Section 9, "final judgment" means a final judgment from which no appeal or right of appeal exists in any federal or Pennsylvania state court.

(b) All notices, payments, and statements which are required or may be given, shall be in writing, and either:

(i) personally delivered; (ii) sent via certified mail with a return receipt requested; or (iii) sent via electronic means which produces a written record of the notice given.

Notices shall be addressed as follows:

If to Newco: Richard Little
 Hawkley House
 Hawkley
 Hampshire GU33 6NF, England

If to FFT: Richard Little
 Hawkley House
 Hawkley
 Hampshire GU33 6NF, England

If to Little: Richard Little
Hawkley House
Hawkley
Hampshire GU33 6NF, England

If to Whitford: 47 Park Avenue
Elverson, Pennsylvania 19520
Attention: David P. Willis, Jr.

With a copy to: Weir & Partners LLP
The Widener Building
1339 Chestnut Street, Suite 500
Philadelphia, PA 19107
Attention: Stephen M. Giroux, Esquire

Notices shall be effective upon receipt. The notice, address, phone numbers, facsimile numbers and contacts may be changed by giving notice in accordance with this Agreement.

(c) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Any Party may assign its rights and obligations under this Agreement without obtaining the consent of the other Parties, provided that the transferee expressly agrees in writing to assume and be bound by the obligations and conditions of this Agreement. Any such sale, assignment or transfer not in compliance with the foregoing shall be null and void.

(d) If any Party wishes to issue an official press release or other formal public announcement to any public or trade media concerning the contents or fact of this Agreement, then such Party shall first consult with the other Parties and all Parties shall then cooperate to specify and mutually agree upon the contents, time and place of such press release or public announcement.

(e) This Agreement contains the entire agreement of the Parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the Parties hereto.

(f) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.

FROM

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(g) This Agreement may be executed in counterparts, each of which, or any combination of which when signed and delivered by all of the Parties, shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above written.

ATTEST:

[Signature]

FRICTION FREE TECHNOLOGIES, INC.

By: *[Signature]*
Name: RICHARD LITTLE
Title: DIRECTOR

ATTEST:

[Signature]

NEWCO FRICTION TECHNOLOGIES CORP.

By: *[Signature]*
Name: RICHARD LITTLE
Title: DIRECTOR

WITNESS:

[Signature]

DAVID FRED, RUI FINANCIAL LTD
LONDON

[Signature]
RICHARD LITTLE

ATTEST:

[Signature]

WHITFORD WORLDWIDE COMPANY

By: *[Signature]*
Name: BRAND E. KILBY
Title: CFO / Treasurer

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EXHIBIT 1 *RB* 10/31/08
CORRECTED COPY

PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of August 30, 2000 among Robert T. Gunn ("RTG"), an individual residing at 360 East 65th Street, New York, New York, and Newco Friction Technologies Corp. ("Newco"), a Delaware corporation.

WHEREAS, RTG is the owner of U.S. Patents Nos. 5590420, 5752278, 5829057, 6061829 and 6143368 (the "U.S. Patents") (and all international patents and patent applications based on such U.S. Patents, collectively, the "Patents"); and

WHEREAS, RTG has, directly or indirectly, the right, title and ownership of the trademarks listed on Exhibit A hereto (the "Trademarks"); and

WHEREAS, RTG has agreed to sell to Newco the Patents and the Trademarks,

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the receipt and sufficiency of which the parties hereby agree, the parties covenant and agree as follows:

1. As of the date hereof, RTG hereby sells, assigns, conveys and transfers to Newco the Patents and the Trademarks, and all related rights of every kind, nature, character and description, whether tangible or intangible, and Newco agrees to purchase and acquire the Patents and the Trademarks, and pay to RTG \$1,000 in consideration for such sale, transfer and assignment.

2. RTG represents that the Patents and the Trademarks are, on the date hereof, being sold, assigned, conveyed and transferred to Newco free of all claims, liens, restrictions and encumbrances or interferences except that the use of the Patents in a Field of Use involving "knitted or woven sock products (for men, women and children) of all types, including socks used for athletic, recreational, commercial, military or medical purposes, and for casual

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wear; the term 'socks' means coarse grain footwear items" is the subject of a Security Agreement dated as of April 20, 1998 in favor of JPBE Investments II, LLC ("JPBE Investments") and related Collateral Assignment of Contracts/Licenses dated as of April 20, 1998 in favor of JPBE Investments (such licenses and pledges collectively called the "License"). Except for the License, no party, on the date hereof, has any rights (a "Third Party Right"), for compensation or otherwise, to use, license or acquire possession or any ownership interest in the Patents or the Trademarks or any right to receive any payment from Newco, or any right to share in any revenue arising with respect to the use of the Patents or the Trademarks.

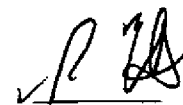
3. RTG acknowledges and agrees that there are no financial obligations owing to RTG as of the date hereof with respect to the Patents or the Trademarks.

4. RTG agrees to execute, acknowledge, deliver, file record and publish such further certificates, instruments, agreements and other document and to take (at its expense) all such further action as may be required in connection with the consummation of the transactions contemplated by this Agreement, or which are necessary or appropriate to further confirm Newco's rights with respect to the Patents or the Trademarks or any other matter contemplated by this Agreement.

5. This Agreement shall be governed by Delaware law, and any dispute or controversy shall be exclusively determined by Delaware courts.

6. This Agreement constitutes the entire agreement, and supercedes all prior agreements between the parties with respect to the subject matter hereof. No change or modifications of this Agreement shall be valid and binding on either party unless set forth in a writing signed by all parties.

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7. Any provisions of this Agreement that are held by a court of competent jurisdiction to violate applicable law shall be limited or nullified only to the extent necessary to bring the Agreement within the requirements of such law.

8. The parties herein represent and warrant this Agreement shall be binding upon the parties for purposes herein expressed and that all requisite approval and authority to execute this Agreement has been obtained prior to the parties' execution of this Agreement.

9. This Agreement, or any amendment thereto or any resolutions or written consents made in connection therewith, may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Further, any counterpart signature may be executed by any or all parties to this Agreement hereto and delivered by facsimile and all such facsimile copies shall be deemed originals.

IN WITNESS WHEREOF, the parties have attached their hands as of the date hereinbefore set forth.

Newco Friction Technologies Corp.

By: _____

Robert T. Gunn
ROBERT T. GUNN

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RTG
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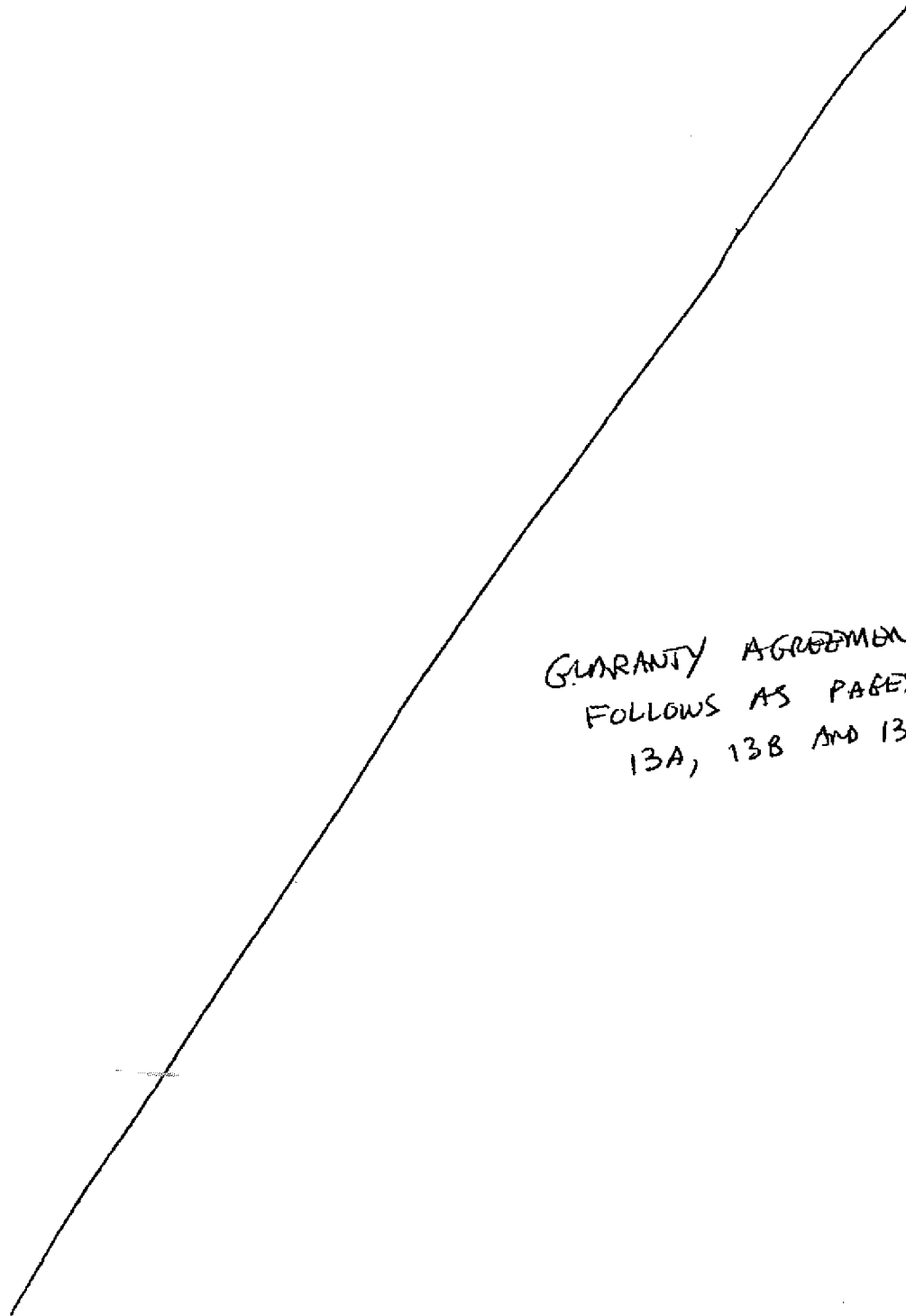
Exhibit "A"

- Friction Free - Serial No. 75310301
- Friction Guard - Serial No. 75310300
- "PT" - Serial No. 75559766
- Rx Comfort Hosiery - Serial No. 76038904
- Rx Comfort Socks for Sensitive Skin - Serial No. 75501988
- SkinGuard - Serial No. 76037488
- FreeLon - Serial No. 76184826

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EXHIBIT "2"
GUARANTY AGREEMENT



GUARANTY AGREEMENT
FOLLOWS AS PAGES
13A, 13B AND 13C

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GUARANTY AGREEMENT

This Guaranty Agreement (this "Guaranty") is made and entered into this 14th of September, 2000 by NEWCO Friction Technologies Corp, with offices at 30 East 39th Street, New York, NY 10016 (the "Guarantor").

This Guaranty is being given to Richard Little, an individual residing at 195 Hicks Street, Apt. 3C, Brooklyn, New York, 11201 (the "Creditor").

This Guaranty is being given for the benefit of Friction Free Technologies, Inc., a Delaware corporation with offices at 192 Lexington Ave., Suite 903, New York, NY 10016 (the "Debtor"), an affiliate of the Guarantor.

I. OBLIGATIONS. This Guaranty is given by the Guarantor to induce the Creditor to extend the Debtor a loan of up to \$9 million, and in consideration of the Creditor doing so, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and further acknowledging that the Creditor intends to rely on this Guaranty, the Guarantor absolutely and unconditionally guarantees to the Creditor the prompt payment when due of all payments and liabilities of the Debtor to Creditor, whether now existing or hereafter incurred (it being understood and agreed that this Guaranty is a continuing one, except as such duration is specifically limited elsewhere in this Guaranty), whether voluntary or involuntary and however rising, whether secured or unsecured, absolute or contingent, liquidated or unliquidated, and regardless of whether the Debtor may be liable individually or jointly with others, regardless of whether recovery upon any such obligation may be or hereafter become barred or otherwise unenforceable, including interest and charges, and to the extent not prohibited by law, all costs and attorney's fees incurred in attempting to realize upon this Guaranty. Recourse under this guarantee is limited to the Patents (as that term are defined in that certain Pledge Agreement between Newco and Richard Little of even date herewith (the "Pledge Agreement") pledged by Guarantor pursuant to the Pledge Agreement.

II. DURATION. This is a continuing Guaranty and shall not be revoked by the Guarantor. This Guaranty will remain effective until all obligations guaranteed by this Guaranty are completely discharged.

III. NOTICE OF DEFAULT. The Creditor shall not be required to notify the Guarantor of a default by the Debtor in the Debtor's commitments to the Creditor before proceeding against the Guarantor under this Guaranty.

IV. AUTHORITY TO LEND MORE. The Creditor shall have no duty to notify the Guarantor of any further advances made to the Debtor. Furthermore, the granting of credit from time to time by Creditor to the Debtor in excess of the amount to which the

Newco GUARANTY2

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right of recovery under this Guaranty is limited, if any, and without notice to the Guarantors, is explicitly authorized and shall in no way affect or impair this Guaranty.

V. CREDITOR PROVISIONS. The Guarantors expressly waives diligence on the part of the Creditor in collection of any part of the debt or other obligation owed by the Debtor. Further, the Creditor has no duty to bring suit against the Debtor (for collection of the debt or other performance which is due) before proceeding against the Guarantor. The Guarantor waives notice of the acceptance of this Guaranty and of any and all such indebtedness and liability. The Guarantor waives presentment, protest, notice, demand, or action on delinquency in respect of any such indebtedness or liability, including any right to require the Creditor to sue or otherwise enforce payment. Until all obligations of the Debtor to the Creditor have been satisfied in full, the Guarantor waives all rights of subrogation to any collateral and remedies of the Creditor against the Debtor, and other persons or entities. Any indebtedness of the Debtor now or hereafter owed to the Guarantor is hereby subrogated to the indebtedness of the Debtor to the Creditor, and such indebtedness of the Debtor to the Guarantor, if the Creditor so requests, shall be collected, enforced, and received by the Guarantor as trustee for the Creditor and be paid over to the Creditor on account of the indebtedness of the Debtor to the Creditor, but without reducing or affecting in any manner the liability of the Guarantor under the provisions of this Guaranty.

VI. AUTHORITY TO ALTER OBLIGATION. The Guarantor agrees that, without notice to the Guarantor, Creditor may (a) change the terms of payment or performance by the Debtor to Creditor, and/or (b) release any security. In either event, the Guarantor shall not be released from any responsibility on the obligations of the Debtor. Liability under this Guaranty is not dependent or conditioned upon this instrument being signed by any person or persons. The Guarantor's liability under this Guaranty is several and is independent of any other guarantees. Guarantees of others, if any, may be released or modified, with or without consideration, without affecting the liability of the Guarantor.

VII. ASSIGNMENT. This Guaranty (a) shall bind the successors and assigns of the Guarantor (this Guaranty is not assignable by the Guarantor without the express written consent of the Creditor, and is not affected by the death of the Guarantor), (b) shall inure to the Creditor, its successors and assigns, and (c) may be enforced by any party to whom all or any part of the liabilities may be sold, transferred, or assigned by the Creditor.

VIII. FINANCIAL CONDITION. The Guarantor agrees to provide the Creditor with information concerning the Guarantor's financial condition upon reasonable request. The Creditor has no duty to advise the Guarantor of the Debtor's financial condition.

IX. ENTIRE AGREEMENT. This Guaranty contains the entire agreement of the parties with respect to the subject matter of this Guaranty and there are no other promises or conditions in any other agreement, whether oral or written. This Guaranty supersedes any prior written or oral agreements between the parties with respect to the subject matter of this Guaranty.

Newco GUARANTY2

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X. AMENDMENT. This Guaranty may not be modified or amended, except in a writing signed by each of the Guarantor and the Creditor.

XI. SEVERABILITY. If any provision of this Guaranty shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Guaranty is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Guaranty shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Guaranty.

XIII. APPLICABLE LAW. This Guaranty shall be governed by the laws of the State of New York applicable to agreements made and to be performed in the State of New York.

XIV. RECEIPT. The Guarantor acknowledges receipt of a copy of this Guaranty.

NEWCO Friction Technologies Corp.



Title: President

Newco GUARANTY2

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EXHIBIT "3"
PLEDGE AGREEMENT

PLEDGE AGREEMENT
FOLLOWS AS PAGES
14A, 14B, 14C AND 14D

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PLEDGE AGREEMENT

AGREEMENT dated September 1, 2000 by and between NEWCO Friction Technologies Corp., a Delaware corporation ("Newco") and RICHARD LITTLE ("RL").

Newco has agreed to provide security/collateral for the repayment to RL of monies loaned (which monies, together with interest, herein call "Liabilities") to PTFE, LLC, a Delaware limited liability company ("PTFE") and its successor Friction Free Technologies, Inc. (PTFE and Friction Free Technologies are collectively referred to as the "Debtor"), and Newco, a Delaware New Business Development Company ("Newco"), pursuant to a Heads of Agreement (attached as Exhibit 1) and the Guaranty Agreement (attached as Exhibit 2), each dated the date thereof (the "Funding Agreement[s]"); has agreed to pledge the Patents (as defined herein) and Low Friction Technology (as defined herein) to RL. The Debtor and Newco are collectively referred to as the "Companies"

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest by Newco.

(a) As security for the payment of the Liabilities, Newco hereby pledges, hypothecates, assigns, transfers, sets over and delivers unto RL and hereby grants to RL a continuing security interest in the Patents and Low Friction Technology.

(b) (i) The term "Patent" as used herein shall mean U.S. Patents Nos. 5590420, 5752278, 5829057 and 6061829 (the "U.S. Patents ") and all international patents and patent applications based on such U.S. Patents (collectively, the "Patents ") and the trademarks listed on Exhibit A attached hereto (the "Trademarks").

(ii) The term "Low Friction Technology" shall mean The Patents, Trademarks, know-how, trade secrets and improvements and additions on any of them and RTG's rights and interest in an Exclusive Royalty Free License Agreement between RTG and PTFE, Inc., a Georgia corporation dated as of January 1, 1997 are collectively referred to as the "Low Friction Technology." RTG shall convey to Newco all current and future Low Friction Technology and the intellectual property rights associated with the Low Friction Technology.

2. Warranties, Delivery Covenants and Further Assurances.

(a) NEWCO represents and warrants to RL that it is the lawful owner of all of the Patents and Low Friction Technology, free of all claims and liens other than the security interest hereunder, with full right to delivery, pledge, assign and transfer such Patents and Low Friction Technology to RL hereunder.

Newco Pledge Agreement I

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TRADEMARK
REEL: 003913 FRAME: 0308

(b) NEWCO represents and warrants to RL that the execution of this Agreement does not violate any provision of any contract, agreement, understanding, decree, judgment, or order of court to which he is a signatory or by which he is bound.

(c) NEWCO agrees that at any time upon the written notice of RL, NEWCO will execute and deliver such further documents and do such further acts and things as RL may reasonably request in order to effect the purposes of this Agreement.

3. Voting Rights. So long as no Event of Default (as hereinafter defined) shall have occurred and has not been cured, satisfied or waived, NEWCO may exercise rights in respect of the Patents and Low Friction Technology, provided that NEWCO shall not exercise any of such rights in a manner which would be inconsistent with any provisions of this Agreement or the Funding Agreement[s]. Upon the occurrence and continuance of an Event of Default and so long as the Liabilities remain unpaid, all rights of NEWCO with respect to the Patents and Low Friction Technology shall cease and RL shall have the sole and exclusive right to exercise all rights with respect to the Patents and Low Friction Technology as if he were the owner thereof.

4. Default. An Event of Default shall occur if (i) either Newco or Debtor (a) shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as such debts become due; (b) makes an assignment for the benefit of creditors, petition or applies to any tribunal for the appointment of a custodian, receiver or trustee; (c) commences any proceedings under any bankruptcy, reorganization, adjustment of debt or similar law; or (d) has a petition or application filed against it under any bankruptcy, reorganization, adjustment of debt or similar law, which is not promptly stayed; (ii) NEWCO breaches any provision of this Agreement, and such breach continues for ten (10) days after notice of such breach has been given or (ii) PTFE or Newco shall fail to fully repay the Liabilities as provided for in Section 4(a) of the Funding Agreement. The occurrence and continuance of an Event of Default shall entitle RL to all the rights and remedies available to him under the Uniform Commercial Code as in effect from time to time in New York, provided, however, that, notwithstanding anything to the contrary, (a) RL shall, upon the occurrence and continuance of an Event of Default, retain the Patents and Low Friction Technology in full satisfaction of the Liabilities, and (b) the liability of NEWCO shall in all events be limited to the transfer and assignment of his rights in the Patents and Low Friction Technology to RL and NEWCO shall not be liable for any deficiency in the value of the Patents and Low Friction Technology as compared to the Liabilities. No delay on the part of RL in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by RL of any right or remedy shall preclude other or further exercise or the exercise of any other right or remedy.

5. Notices.

(a) All notices (a "Notice") permitted or required to be given under this Agreement shall be either: (i) delivered by personal service, (ii) delivered by nationally recognized overnight courier service, or (iii) sent by certified or registered mail, postage prepaid,

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return receipt requested, to the parties hereto at their address set forth below or at such other address which may be designated by a party by Notice:

(b) Notices are to be sent to the following addresses:

If to NEWCO to:

Newco
192 Lexington Avenue, Suite 903
New York, NY 10017

With a copy to:

Ruskin, Moscou, Evans & Faltischek, P.C.
170 Old Country Road
Mineola, NY 11501-4366
Attention: Norman M. Friedland, Esq.

If to RL to:

Richard Little
195 Hicks Street - Apt. 3C
Brooklyn, NY 11201

With a copy to:

Lawrence G. Weppier, Esq.
150 East 69th Street
New York, NY 10021-5704

(c) A Notice shall be effective (i) upon receipt in the case of personal or courier service, or (ii) on the third (3rd) day after posting in the U.S. mail.

6. Binding Agreement; Assignment. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon each of the parties hereto, and their respective successors, and assigns.

7. Governing Law, Consent to Jurisdiction, Venue and Service of Process. All questions, claims, controversies or other matters concerning this Agreement, including, but not limited to, its execution, interpretation and performance, shall be governed by the laws of the State of New York, and shall be determined by a state or Federal court located in the City of New York.

8. Entire Agreement and Modifications of Agreement. This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and shall not be modified except in writing signed by all of the parties.

9. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

NEWCO Friction Technologies Corp.



Title: President



RICHARD LITTLE

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EXHIBIT 4 JB 10/31/08

Minutes of the August 8, 2008 through August 12, 2008 Meeting Of The Owners of NEWCO Friction Free Corp

The meeting(s) was held by email over the period started at August 8, 2008 and ended on August 12, 2008.

NEWCO Friction Free Owners, Richard Little (RL) and Bob Gunn (BG), communicated by email through JB. Also participating in all emails, by consent of the Owners, were Al Westhoff (AW), acting accountant; and, James Boyce (JB), as acting secretary.

It was stated and agreed that due to various defaults occurring in calendar 2005, that at the time of those defaults, (i) BG no longer had an ownership interest in the patents which had been assigned to NEWCO Friction Free; and, (ii) that those same patents became the property RL solely.

It was also stated and agreed that NEWCO Friction Free had no further assets.

A resolution was made by RL and agreed to by BG -


RESOLVED: That the patents previously held by NEWCO Friction Free and now owned solely by RL, as listed below, be sold to Whitford Corporation for US\$85,000 payable directly to RL via a wire transfer to be specified by AW and JB to Whitford. The patents are 5590420, 5829057, 5772278, 6061829, 6143368, and 6596207.

A further resolution was made by RL and agreed to by BG -

RESOLVED: That AW and JB are directed to file and pay for the final closing costs for NEWCO Friction Free such as, but not limited to, tax filing costs, taxes, and the dissolution of the Delaware corporation. Further, RL will reimburse these final costs to AW and JB, as appropriate, at the end of the process.

This being the final meeting of NEWCO Friction Free, the owners, by signing below, in parts, indicate their approval of these minutes. The signed copies will be filed with NEWCO Friction Free's corporate papers by AW.

James J. Boyce
Acting Secretary


Bob Gunn

Richard Little

x 15 JB 10/31/08

Minutes of the August 8, 2008 through August 12, 2008 Meeting Of The
Owners of NEWCO Friction Free Corp

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It was also stated and agreed that NEWCO Friction Free had no further assets.

A resolution was made by RL and agreed to by BG -

RESOLVED: That the patents previously held by NEWCO Friction Free and now owned solely by RL, as listed below, be sold to Whitford Corporation for US\$85,000 payable directly to RL via a wire transfer to be specified by AW and JB to Whitford. The patents are 5590420, 5829057, 5772278, 6061829, 6143368, and 6596207.

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RESOLVED: That AW and JB are directed to file and pay for the final closing costs for NEWCO Friction Free such as, but not limited to, tax filing costs, taxes, and the dissolution of the Delaware corporation. Further, RL will reimburse these final costs to AW and JB, as appropriate, at the end of the process.

This being the final meeting of NEWCO Friction Free, the owners, by signing below, in parts, indicate their approval of these minutes. The signed copies will be filed with NEWCO Friction Free's corporate papers by AW.

James J. Boyce
Acting Secretary

Bob Gunn



Richard Little

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EXHIBIT "5"
TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of September 15, 2005 (the "Effective Date"), is entered into by and between Robert T. Gunn, an individual residing at 360 E. 65th Street, Apt. 11E, New York, NY 10021 ("Assignor"), and Friction Free Technologies, Inc., a Delaware corporation with its place of business at 30 E. 39th Street, New York, NY 10016 ("Assignee" and, together with Assignor, the "Parties" and each, individually, a "Party").

WITNESSETH:

WHEREAS, Assignor owns and/or has adopted for use in his business, the service marks, trademarks and trade names set forth on the attached Exhibit A, together with all registrations and applications therefor (collectively, the "Marks"); and

WHEREAS, Assignee believes it has previously acquired all worldwide right, title and interest in, to and under the Marks; and

WHEREAS, the Parties wish to confirm and reassure that Assignee did, in fact, acquire all worldwide right, title and interest in, to and under the Marks.

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

1. **Assignment of Rights.** Assignor hereby irrevocably conveys, transfers and assigns to Assignee all worldwide right, title and interest in and to the Marks, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith. The assignment of the Marks granted herein includes an assignment of all goodwill associated therewith.
2. **Parties in Interest.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
3. **Entire Agreement.** This Assignment contains the entire agreement of the Parties hereto with respect to the subject matter hereof and thereof and supersede all prior understandings and agreements of the Parties with respect thereto.
4. **Amendments.** This Assignment may not be amended except by the written agreement of the Parties.
5. **Governing Law.** Except for trademark matters governed by the Federal laws of the United States of America, the laws of the State of Delaware shall govern the validity, interpretation, construction, performance and enforcement of this Assignment, excluding the choice of laws provisions of the State of Delaware.

6. Notice. Every notice permitted or required hereunder shall be in writing and shall be deemed to have been given when receipt is verified to the Party to be notified at the addresses set forth below, unless written notice of a change of such address is given, and a copy of such notice shall be sent to Whitford Corporation at the address set forth below, unless written notice of a change of such address is given:

If to Assignor, notice shall be sent to:

Robert T. Gunn,
360 E. 65th Street, Apt. 11E
New York, NY 10021

If to Assignee, notice shall be sent to:

Friction Free Technologies, Inc.
30 East 39th Street
New York, New York 10016

A copy of notice shall be also sent to:

Whitford Corporation
P.O. Box 2347
West Chester, PA 19381
Attention: Mr. Brian Kilty

7. Waivers. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Assignment shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Assignment shall become effective when each party to this Assignment shall have received a counterpart hereof signed by the other party to this Assignment.

9. Severability; Enforcement. If the application of any one or more of the provisions of this Assignment shall be unlawful under applicable law and regulation, then the Parties will attempt in good faith to make such alternative arrangements as may be legally permissible and which carry out as nearly as practicable the terms of this Assignment. Should any portion of this Assignment be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Effective Date.

ASSIGNOR:
Robert T. Gunn

On behalf of
New M. Funder, Esq. *Attorney-in-Fact*

ASSIGNEE:
FRICTION FREE TECHNOLOGIES, INC.

By: *New Funder*
Authorized Office

EXHIBIT A

Trademarks, Service Marks and Trade Names

1. Blister Guard®
2. Friction Free®
3. First Responder
4. invisible Armour
5. Bare Foot Shoe
6. Fatigue Reducer
7. Smart Polyester
8. Smart Poli
9. Smart Cotton
10. Smart Nylon

EXHIBIT "6"**Patents**

As of October 2, 2008, the status of items listed as numbers 7 through 37, inclusive is not known to Little and no representations are made by Little as to their status.

	Patent Number	Country
1	5590420	United States
2	5829057	United States
3	5752278	United States
4	6061829	United States
5	6143368	United States
6	6596207	United States
7	2003 0029834 (A1)	
8	2004 0170829 (A1)	
9	MX9603917	Mexico
10	WO0525444 (A1)	Europe
11	EP0751719 (A1)	Europe
12	EP0751719 (A4)	Europe
13	EP0751719 (A0)	Europe
14	CN1144461 (A)	China
15	EP0751719 (B1)	Europe
16	PT751719T (E)	Portugal
17	ES2148501T (T3)	Spain
18	CN1135075C (C)	China
19	CA2183974 (C)	Canada
20	AU693172B	Australia
21	EP1003389	Europe
22	WO9923903 (A1)	World
23	ZA9809741 (A)	South Africa
24	EP1003389 (A0)	Europe
25	CA2300875	Canada
26	WO9940246	World
27	EP1053362 (A1)	Europe
28	ZA9901034 (A)	South Africa
29	EP1053362 (A0)	Europe
30	CN1296533	China
31	CA2320301 (A1)	Canada
32	AU746466B (B2)	Australia
33	WO0144306	World IP Org.
34	WO03002795	
35	WO03018888	
36	2004 170829 (A1)	United States
36	2003 039834 (A1)	United States
37	2005 191474	United States

EXHIBIT "7"**Marks**

As of October 2, 2008, the status of items listed as numbers 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 22, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 is not known to Little and no representations are made by Little as to their status.

	Trademark Name	U. S. Serial Number	U. S. Registration Number
1	Friction Free	78374539	
2	Friction Free	76579218	2932540
3	Friction Free	76430293	2873288
4	Friction Free	75310301	
5	Blister Guard	75176968	2278285
6	First Responder	78233463	
7	Invisible Armour	78329768	
8	Fatigue Reducers	78334192	Pending
9	Smart Polyester	78465085	
10	Smart Cotton	78444175	Pending
11	Smart Nylon	78465071	
12	Smart Nylon	77078848	
13	Performance System PTFE	75171803	
14	Terminator No Blisters No Calluses No Odor	75176913	
15	Eliminator - No Blisters No Calluses No Odor	75177075	
16	Eliminator	75177076	
17	Eagle Scout	75259959	
18	Friction Guard	75310300	
19	DX Diabetic Comfort Socks	75424618	
20	Rx Comfort Socks for Sensitive Skin	75501988	
21	PT	75559766	
22	DX Diabetes Comfort Socks	75698948	
23	Skinguard	76037488	
24	Rx Comfort Hosiery	76038904	
25	Rx Comfort Shoes	76069330	
26	Freelon	76184826	
27	H2O Hot Weather Shoe	78334230	
28	PT-Physical Training	78334229	3267664
29	Friction Free	76430293	2873288
30	Barefoot Shoe	78334227	Pending
31	Friction Free	78375639	
32	Smart Polypro	78580239	
33	Smart Spandex	78616959	
34	Air Socks	78809101	
35	Glide On, Glide Off	77008555	
36	Smart Poly	77078875	Pending

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