	(Rev. 6-93) OMB Nd 0651-0011 (exp. 4/94) AUG 2 7 1998		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
> 0	To the Honorable Commissioner of 10	0935999 ache	d original documents or copy thereof.	
L-1.7-8 a	1. Name of conveying party(ies): S. & S. INDUSTRIES, INC. 385 Gerard Avenue Bronx, NY 10451 Additional name(s) of conveying party(ies) attached? 2 Yes X	Name:Nations Internal Address	ess of receiving party(ies) Credit Commercial Corporation	
Z X	3. Nature of conveyance: MRD 12 - 29 - ☐ Assignment RE ☐ Merger X Security Agreement ☐ Change	Street Address:	187 Danbury Road	
	☐ Other	Cibii Milton	State: <u>CT</u> ZIP: <u>06897</u>	
	Execution Date: March 30, 1998		Additional name(s) & address(es) attached? ☐ Yes 💢 No	
	A. Patent Application No.(s) See Schedule 1 attached here to Additional numbers attached? ** Yes No			
	Name and address of party to whom corresponder concerning document should be mailed:	ce 6. Total number of	6. Total number of applications and patents involved: 11	
	Name: J. Lee Internal Address: Access Information Services,	Enclosed	FR 3.41)	
2/8	Street Address: <u>1773 Western Aver</u> 9/1998 DNGUYEN 00000172 4777668	8. Deposit accoun	t number:	
1 月	C:581 440.00 OP City: Albany State: NY ZIP: 1	(Attach duplicate co	ppy of this page if paging by deposit account)	
ı	3/1998 JSHMMAZZ 00000076 4777668 1:630 290.00 00 9. Statement and signature. To the best of my knowledge and belief, the forego	OO NOT USE THIS SPACE	ct and any afficiency of a true copy of	
	the original document. Rick Harrison	Pok Janien	7/27/98	
1	Name of Person Signing	Signature	257 (Cáte	

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

Commissioner of Patents & Trademerks, Box Assignments

Washington, D.C. 20231

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

nation to: \$50.00 its \$50.00 its \$50.00 its

REEL: 9662 FRAME: 0297

Schedule 1 to Patent Security Agreement

PATENTS

Name	Reg. No. (App. No.)	Reg. Date (App. Date)
Snag Resistant Tips for Garment Frames	4,777,668 (07/111,988)	10/18/88 (10/21/87)
Monocoque Breast Supporting Frames	5,141,470 (07/762, 878)	8/25/92 (9/19/91)
Frame for Brassiere Cups	5,527,202 (08/402,738)	6/18/96 (3/13/95)
Cushion Tips for Brassiere Frames	(08/524,518)	(9/7/95)
Brassiere Frame	4,133,316 (809,483)	1/9/79 (6/23/77)
Brassiere Frame	4,275,740 (41370)	6/30/81 (5/22/79)
Brassiere Frame	3,599,643 (813,224)	8/17/71 (4/3/69)
Brassiere Supporting Frames	3,378,012 (538,314)	4/16/68 (5/29/66)
Brassiere Construction	3,608,556 (800,862)	9/28/71 (2/20/69)
Breast Supporting Frames	3,605,753 (25,383)	9/20/71 (4/3/70)
Angled Breast Supporting Frames	3,777,763 (253,506)	12/11/73 (5/15/72)

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PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, S. & S. Industries, Inc., a New York corporation (herein referred to as "Grantor"), owns the Patents listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain lenders, and NationsCredit Commercial Corporation, as agent, are parties to a Credit Agreement of even date herewith (as the same may be amended and in effect from time to time among said parties and such lenders (the "Lenders") as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as said Agreement may be amended and in effect from time to time, the "Security Agreement") between Grantor and NationsCredit Commercial Corporation, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Patents (as defined in the Security Agreement), together with any reissue, continuation, continuation-in-part or extension thereof, all Grantor's Patent applications and all Grantor's Patent Licenses (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Financing Documents and the Warrants referred to therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent application, including each Patent and Patent application referred to in Schedule 1 annexed hereto;
- (ii) each Patent License, including each Patent License listed on Schedule 1 annexed hereto; and

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(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent, including any Patent referred to in Schedule 1 annexed hereto, and any Patent licensed under any Patent License, including any Patent License listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the th day of March, 1998.

S. & S. INDUSTRIES, INC.

Acknowledged:

NATIONSCREDIT COMMERCIAL CORPORATION, as Agent

Name: Christopher Dalley
Title: Authorized Signatury

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PATENT

REEL: 9662 FRAME: 0301

STATE OF NEW YORK)	
):	ss.:
COUNTY OF NEW YORK	()	

On the 30th day of March, 1998 before me personally came David Schnadig, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Assistant Secretary and Vice President of S. & S. Industries, Inc., who being by me duly sworn, did depose and say that he resides at 3/5 f. 65th St. 1928, Nowlook, My 10001; that he is Assistant Secretary and Vice President of S. & S. Industries, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Notary Public, State of New York

ANNE STEVENSON
Notary Public, State of New York
No. 01ST5079491
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 9. 1997

Мy	commission	expires:
-		

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Schedule 1 to **Patent Security Agreement**

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RECORDED: 08/27/1998