

**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)

(NY) 09170/073/SECURITY/pat.sec.agt.wpd

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

(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.

IN WITNESS WHEREOF, Grantor has caused this Patent Security

Agreement to be duly executed by its officer thereunto duly authorized as of the

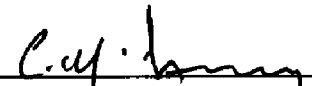
30th day of March, 1998.

S. & S. INDUSTRIES, INC.

By: 
Name: David Schnadig
Title: Vice President / Assistant Secretary


Acknowledged:

NATIONSCREDIT COMMERCIAL CORPORATION,
as Agent

By: 
Name: Christopher Daley
Title: Authorized Signatory

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 315 E. 65th St. #9B, New York, NY 10021; 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, 1999

My commission expires:

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RECORDED: 08/27/1998

**PATENT
REEL: 9662 FRAME: 0303**