

12-02-2002



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VER SHEET

ORIGINALS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies):</p> <p>S&S Industries, Inc. <i>11-26-02</i></p>	<p>2. Name and address of receiving party(ies):</p> <p>S&S Acquisition Corp. 385 Gerard Avenue New York, New York 10451</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date(s): October 31, 2002</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p>	<p style="text-align: right;">FINANCE SECTION NOV 29 9 25 PM 1: 22</p>
<p>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is(are):</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p> <p>A. Patent Application No.(s): <u>09/895,515 and 10/245,470</u></p> <p>B. Patent No.(s): 6,152,802; 5,934,970; 5,830,040; 5,527,202; 5,141,470; and 4,777,668</p>	

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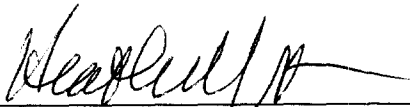
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Heather Mapstone, Esq. NIXON PEABODY LLP Clinton Square P.O. Box 31051 Rochester, New York 14603</p>	<p>6. Total number of applications and patents involved: 8</p>
	<p>7. Total fee (37 CFR 3.41): \$320.00</p> <p><input type="checkbox"/> Previously paid (see original transmittal)</p> <p><input checked="" type="checkbox"/> A check in the amount of \$320 is enclosed.</p>
	<p>8. Deposit Account Number: 50-1804</p> <p><input type="checkbox"/> Charge total fee to account.</p> <p><input checked="" type="checkbox"/> Charge any additional fees to account.</p>

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is an original document.

Date: 11/20/02


Heather Mapstone, Esq.

[Total number of pages including cover sheet and document: 6]

PATENT ASSIGNMENT

This PATENT ASSIGNMENT is made as of the 31st day of October, 2002 by S. & S. Industries, Inc., a New York corporation (“**Assignor**”), to S&S Acquisition Corp., a New York corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor is the beneficial owner of all right, title and interest in and to the patents and patent applications listed on Schedule A hereto (the “**Patents**”); and

WHEREAS, Assignor and Assignee (as assignee of New S&S Industries, Inc.) are parties to an Asset Purchase Agreement dated as of October 17, 2002 (the “**Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including, without limitation, the Patents.

NOW THEREFORE, for good and valuable consideration set forth in Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor:


1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Patent Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Patent Assignments not been made.

2. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Patent Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed therein.

[The Remainder of this Page Left Blank Intentionally]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the day and year first written above.

S. & S. INDUSTRIES, INC.

By: 
Name: Joseph Horta
Title: President

[Signature Page to Patent Assignment]

PATENT
REEL: 13516 FRAME: 0845

SCHEDULE A

See Attached

BOS602606.2

Snag Resistant Tips For Garment Frames

UNITED STATES	201,077	NEW	10/21/1987	07/111,988	10/18/1988	4,777,668	ISSUED
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ELONGATED FLEXIBLE TIP FOR BRASSIERE FRAMES

UNITED STATES	204,138	NEW	06/09/1999	09/329,097	11/28/2000	6,152,802	ISSUED
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END OF REPORT

TOTAL ITEMS SELECTED = 6

S & S Industries, Inc.

Patent Report by Invention

Country: US

Status: ISSUED

Printed: 10/07/2002

Page 1

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
CUSHION TIPS FOR BRASSIERE FRAMES							
UNITED STATES	202,953	NEW	09/07/1995	08/524,518	11/03/1998	5,830,040	ISSUED
UNITED STATES	203,872	CON	10/13/1998	09/172,730	08/10/1999	5,934,970	ISSUED
Frame for Brassiere Cups							
UNITED STATES	202,848	CON	03/13/1995	08/402,738	06/18/1996	5,527,202	ISSUED
Monocoque Breast Supporting Frames							
UNITED STATES	201,936	NEW	09/19/1991	07/762,878	08/25/1992	5,141,470	ISSUED
Snag Resistant Tips For Garment Frames							
UNITED STATES	201,077	NEW	10/21/1987	07/111,988	10/18/1988	4,777,668	ISSUED
ELONGATED FLEXIBLE TIP FOR BRASSIERE FRAMES							
UNITED STATES	204,138	NEW	06/09/1999	09/329,097	11/28/2000	6,152,802	ISSUED

END OF REPORT

TOTAL ITEMS SELECTED = 6

S & S Industries, Inc.

Patent Report by Invention

Printed: 10/07/2002

Page 1

Country: US

Status: PENDING

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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UNDERWIRE FOR BRASSIERE

UNITED STATES	205,192	NEW	06/28/2001	09/895,515			PENDING
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GARMENT UNDERWIRE WITH ZONES OF DIFFERING FLEXIBILITY

UNITED STATES	205,582	NEW	09/16/2002	10/245,470			PENDING
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END OF REPORT

TOTAL ITEMS SELECTED = 2