

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sure Fit, Inc.
Sure Fit Properties, Inc.

2. Name and address of receiving party(ies)

Name: Slipcover Acquisition, Inc.

Internal Address: _____

Street Address: 120 West 45th Street, 39th Fl

City: New York

State: N.Y.

Country: United States Zip: 10036-4041

Additional name(s) & address(es) attached? Yes No

Execution Date(s) 8/10/2004

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A. Patent Application No.(s)
10/892,700

This document is being filed together with a new application.

B. Patent No.(s)
5,676,422; 5,664,831; 6,116,685

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Michael K. Cantwell, Esq.

Internal Address: Willkie Farr & Gallagher LLP

Street Address: 787 Seventh Avenue

City: New York

State: NY Zip: 10019-6099

Phone Number: (212)728-8000

Fax Number: (212)728-8111

Email Address: mcantwell@willkie.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-2405

Authorized User Name Michael K. Cantwell, Esq

9. Signature:

Michael K. Cantwell
Signature

8/20/04
Date

Michael K. Cantwell, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$160.00 232405 10892700

EXECUTION COPY**PATENT ASSIGNMENT**

This Patent Assignment is entered into as of August 10, 2004 (the "Effective Date") by and among SURE FIT, INC., a Delaware corporation with an address at 939 Marcon Boulevard, Allentown, PA 18139, SURE FIT PROPERTIES, INC., a Delaware corporation with an address at 103 Foulk Road, Suite 202, Wilmington, DE 19803 (collectively, "Assignors") and SLIPCOVER ACQUISITION, INC., a Delaware corporation with an address at 120 West 45th Street, 39th Floor, New York, New York ("Assignee").

WITNESSETH:

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 5, 2004 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell to the Assignee the Acquired Assets (as defined in the Purchase Agreement) and all of Assignors' rights, title and interests therein, including without limitation the patents and patent applications set forth on Schedule A appended hereto (the "Patents").

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee agree as follows:

1. Assignors hereby sell, grant, assign, transfer, and deliver to Assignee all of their rights, title and interests in and to the Patents and all continuing applications, reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the Patents, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignors had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Patents with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Patent Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

3. In the event that any provision of this Patent Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

4. This Patent Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all patents and applications for the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all patents which may issue with respect to any applications for a patent included in the Patents, in accordance with this Patent Assignment.


6. Assignors hereby agree, at Assignee's expense for all out-of-pocket expenditures, to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Patents to Assignee. Each Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

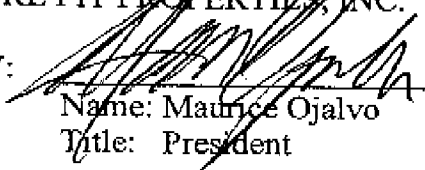
IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment to be executed by their proper officers thereunto duly authorized, as of August 18, 2004.

ASSIGNORS:

SURE FIT, INC.

BY: 
Name: Maurice Ojalvo
Title: Vice President and Chief Financial Officer

SURE FIT PROPERTIES, INC.

BY: 
Name: Maurice Ojalvo
Title: President

ASSIGNEE: SLIPCOVER ACQUISITION, INC.

BY: _____
Name:
Title:

5. Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all patents and applications for the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all patents which may issue with respect to any applications for a patent included in the Patents, in accordance with this Patent Assignment.

6. Assignors hereby agree, at Assignee's expense for all out-of-pocket expenditures, to execute such other documents and take such other actions as may be reasonably requested by Assignee to evidence more fully the transfer of ownership of the Patents to Assignee. Each Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment to be executed by their proper officers thereunto duly authorized, as of August 16, 2004.

ASSIGNORS:

SURE FIT, INC.

BY: _____

Name:

Title:

SURE FIT PROPERTIES, INC.

BY: _____

Name:

Title:

ASSIGNEE: SLIPCOVER ACQUISITION, INC.

BY: _____

Name: Max Holmes

Title: Managing Director

Schedule A

Patents and Patent Applications Therefor

<u>TITLE</u>	<u>SERIAL NUMBER</u>	<u>DATE FILED</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>OWNER</u>	<u>COUNTRY</u>
Slipcover for a recliner	08/628,906	4/8/96	5,676,422	10/14/97	Sure Fit Properties, Inc.	United States
Semi-Fitted/One-Piece Slipcover	08/608,813	2/29/96	5,664,831	9/9/97	Sure Fit Properties, Inc.	United States
Unitary slipcover with straight front skirt	09/206,572	12/7/98	6,116,685	9/12/00	Sure Fit Properties, Inc.	United States
Adjustable slipcovers for sofas	10/892,700	7/15/2004	Pending	Pending	Paula Neustat/Sure Fit, Inc.	United States
Unitary slipcover with straight front skirt	29923557.2	12/7/99	29923557.2	12/28/00	Sure Fit, Inc.	Germany
Unitary slipcover with straight front skirt	0018513.2	12/7/99	2348366	8/21/02	Sure Fit, Inc.	United Kingdom
Unitary slipcover with straight front skirt	2,318,884	12/7/99	Pending	Pending	Sure Fit, Inc.	Canada
Unitary slipcover with straight front skirt	19982843.1	12/7/99	Pending	Pending	Sure Fit, Inc.	Germany
Unitary slipcover with straight front skirt	99966037.6	12/7/99	EP1052922	11/22/00	Sure Fit, Inc.	EPC
Unitary slipcover with straight front skirt	2121682	12/7/99	Pending	Pending	Sure Fit, Inc.	Australia
Unitary slipcover with straight front skirt	99US28991	12/17/1999	Pending	Pending	Sure Fit, Inc.	PCT

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