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03-19-1999

FORM PTO-1618A
Expires 06/30/98
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100989585

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other Affidavit (re Assignment)

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, TRADEMARK MAIL NO.: EM419943206US
DATE OF DEPOSIT: March 15, 1999

REEL: 1869 FRAME: 0380

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="858,978"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Daniel J. Schaeffer

Name of Person Signing

Daniel J. Schaeffer
Signature

3/15/99

Date Signed

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

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Deposit Account

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#

Authorization to charge additional fees:

Yes

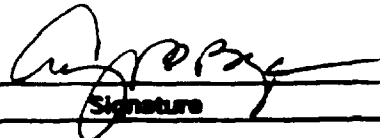
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Amy B. Berge

Name of Person Signing



Signature

2/9/98

Date Signed

PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, Norcross Footwear, Inc., a corporation organized and existing under and by virtue of the laws of the Commonwealth of Kentucky, having a place of business at 9300 Shelbyville Road, Suite 300, Louisville, Kentucky 40222, hereinbelow called "Assignor", is the owner of the right, title and interest in and to the patents, patent applications, trademarks, trademark applications and pending trademark registrations therefor in the United States of America and the goodwill of the business connected therewith as set forth in Schedule 1 annexed hereto (collectively, the "Intangible Property"); and

WHEREAS, Norcross Safety Products L.L.C., a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at 1136 2nd Street, Rock Island, Illinois 61204, hereinbelow called "Assignee", is receiving on this date from Assignor certain assets (including the Intangible Property) pursuant to an Asset Transfer and Assumption Agreement dated of even date herewith between Assignor and Assignee.

WHEREAS, in connection with the assignment of the aforementioned assets, Assignor is executing this Assignment transferring to Assignee all of Assignor's right, title and interest in and to the Intangible Property and all renewals that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Assignee, and other good and valuable consideration, the receipt and adequacy of all of which is hereby acknowledged, Assignor has assigned, transferred and set over, and by these presents does hereby assign, transfer and set over unto the Assignee, its successors the Intangible Property and all renewals and extensions that may be made or granted on any of them, together with all income, royalties or damages, if any, now or hereafter due and/or payable to Assignor with respect thereto, the goodwill of the business connected therewith, and the right, if any, to recover for any past infringement or misappropriation thereof.

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said registrations may be granted, as fully and completely as the same might be held by Assignor had this assignment not been made.

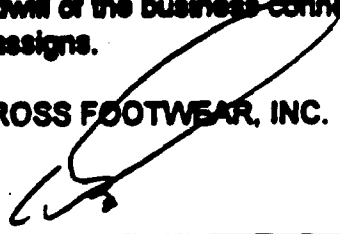
Assignor represents and warrants to Assignee that Assignor has not previously sold or conveyed income, royalty or damages, if any, now or previously due and/or payable to Assignor. Assignor further represents and warrants to Assignee that Assignor holds good and marketable title to the Intangible Property (other than any unregistered trademarks), that Assignor has the right, power and authority to transfer and dispose of the same and to

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execute this Assignment, and that the same is subject to no mortgage, lien, pledge, charge or encumbrance of any nature whatsoever. Assignor has no knowledge that it does not have good and marketable title to any unregistered trademarks included in the Intangible Property. Assignor agrees that it shall from time to time, at the request of Assignee and without further consideration, take such additional actions and duly execute and deliver to Assignee, its successors and assigns, such additional instruments and documents, as may be reasonably required in order to better assign, transfer, vest title or reduce to possession the Intangible Property and the goodwill of the business connected therewith in or to Assignee, its successors and assigns.

NORCROSS FOOTWEAR, INC.



By: _____
Its: Chairman/CEO

Dated: June 7, 1995

STATE OF New York)
) SS:
COUNTY OF New York)

Subscribed and sworn to before me, a Notary Public, this 7th day of June, 1995, by Michael L. Cappy, the Chairman/CEO of Norcross Footwear, Inc.

My commission expires: 3/30/97

Maurice P. Murphy
Notary Public

MAURICE P. MURPHY
Notary Public, State of New York
No. 24-670644
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires March 30, 1997

SCHEDULE 1

PATENTS, TRADE NAMES, TRADEMARKS

TRADEMARKS

1. FireWalker® (logo only)
2. Firemaster®
3. Iron Duke®
4. Lite & Tuf®
5. Northerner® (logo only)
6. Northerner and Design®
7. Protakshin and Design® (Canada)
8. Ranger for Men of Action® (logo only)
9. Ranger and Design™ (Pending)
10. Servus®
11. Servus Sets the Standard® (logo only)
12. Storm Master®
13. Xiratul®

RECORDED: 02/12/1998

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PATENTS

<u>Description</u>	<u>Patent No.</u>	<u>Date of Patent</u>	<u>Expiration Date of Patent</u>
Rubber Boot Containing Heat Reflecting Means (Product)	5,068,982	12/03/91	12/03/2008
Method for Making a Rubber Boot Containing Heat Reflecting Means (Process)	5,148,565	09/22/92	09/02/2009
Co-Curing of NR/EPDM Rubber Bands (Product - Fireboot)	4,882,387	11/21/89	11/21/2006
Co-Curing of NR/EPDM Rubber Blends (Process)	4,931,508	06/05/90	06/05/2007

PATENT APPLICATIONS

<u>Description</u>	<u>Date Applied</u>
Flanged Mid-Sole (Product)	Pending 03/24/94; we are responding to an Office Action
Pac Boot Last	Still drafting application (revising drawings 03/24/94)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Trademark Registration of Norcross Safety Products L.L.C.

Mark: STORM MASTER

Registration No.: 858,978

Registration Date: October 22, 1968

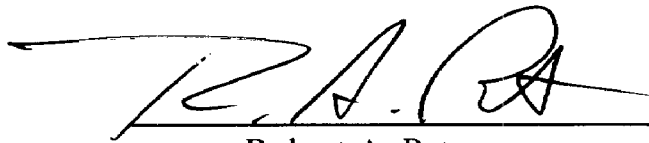
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AFFIDAVIT OF ROBERT A. PETERSON

ROBERT A. PETERSON, being first duly sworn, deposes and states:

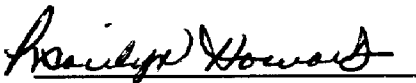
1. I am the President and Chief Executive Officer of Norcross Safety Products L.L.C. and am authorized to make this affidavit herein.
2. Attached hereto is a true and correct copy of the Patent and Trademark Assignment dated June 7, 1995 ("Assignment"), by and between Norcross Footwear, Inc., a Kentucky corporation ("Norcross Footwear"), and Norcross Safety Products L.L.C., a Delaware limited liability company ("Norcross Safety").
3. The attached copy of the Assignment was recorded with the U.S. Patent and Trademark Office ("PTO") on February 12, 1998, on the trademark assignment records at reel 1693, frames 0407 to 0411.
4. Norcross Footwear and Norcross Safety are parties to a Asset Transfer and Assumption Agreement dated June 7, 1995 ("Agreement"). I was President and Chief Executive Officer of Norcross Safety at the time the Agreement was executed.
5. Pursuant to the Agreement, Norcross Safety purchased certain assets of Norcross Footwear, including the intangible property of Norcross Footwear, including United States Trademark Registration 858,978 for the mark "STORM MASTER."
6. It has come to our attention that the mark "STORM MASTER" was omitted from the Recordation Form Cover Sheet and the Assignment was therefore not indexed against that trademark registration.

7. The mark "STORM MASTER" is listed at item 12 of Schedule 1 to the Assignment.
8. To the best of my knowledge and belief, Norcross Safety remains the current owner of the "STORM MASTER" mark and no other person, firm, corporation or association has the right to use said mark in commerce, either in identical form or in such near resemblance thereto to be likely, when applied to the goods of such other persons, to cause confusion, or to cause mistake, or to deceive.
9. To the best of my knowledge and belief, no formal assignment of the "STORM MASTER" mark was ever recorded with the PTO.
10. It is respectfully requested that the records in the PTO be amended to index the "STORM MASTER" mark as being owned by Norcross Safety Products L.L.C., a Delaware limited liability company.



Robert A. Peterson

Subscribed and Sworn to
before me this 15th day
of March, 1999



My commission expires

9-6-99

