

09-26-2000

9-11-00



101471584

ATTY. DOCKET NO. 1027/1

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

1. Name of conveying party(ies)

Protective Knitting, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - Minnesota
- Other limited liability company

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

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Effective Date 04171997

2. Name and address of receiving party(ies)

Name: Eastco Glove Technologies, Inc.

Internal Address: same as street address

Street Address: 130 West 10<sup>th</sup> Street

City/State/Zip: Huntington Station, New York 11746

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Minnesota

Other -

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address attached?  Yes  No

4. Application Number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1613037

SEE ATTACHMENT

Additional numbers attached?  Yes  No

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

Name: J. Scott Evans, Esq.  
ADAMS, SCHWARTZ & EVANS, P.A.  
2180 Two First Union Center  
301 S. Tryon St.  
Charlotte, NC 28282

6. Total Number of applications and registrations involved: . . . . . 1

7. Total Fee (37 C.F.R. 3.41) . . . . . \$40.00

Enclosed

Authorized to be charged to deposit for deficiencies

8. Deposit Account No. 01-0265

9. 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.

J. Scott Evans, Esq.

Name of Person Signing

Signature

9-6-00

Date

Total number of pages NOT including cover sheet, attachments, and document: 3

09/25/2000 MTHA11 00000220 1613037

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40.00 RP

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Attn: **BOX ASSIGNMENTS**; Commissioner for Patents and Trademarks, Washington, D.C. 20231 on 09/06/00. Date of Signature: 09/06/00.

Signature:

TRADEMARK  
REEL: 002147 FRAME: 0687

<b>REGISTRATION NO.</b>	<b>MARK</b>	<b>DESCRIPTION</b>
1,613,037	KUT-GARD	WORD MARK

## STOCK EXCHANGE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement"), dated the 17th day of April, 1997, is between **EASTCO GLOVE TECHNOLOGIES, INC.**, a Minnesota corporation with offices located at 130 West 10th Street, Huntington Station, New York 11746 (the "Purchaser"), **EASTCO INDUSTRIAL SAFETY CORP.**, a New York corporation with offices located at 130 West 10th Street, Huntington Station, New York 11746 ("Eastco"), **STEVEN ROBINS**, residing at 9743 Dorset Lane, Eden Prairie, Minnesota 55347, and **PHILLIP ROBINS**, residing at 16611 Canterbury Drive, Minnetonka, Minnesota 55345 (each hereinafter, jointly and severally referred to as the "Seller").

WHEREAS, Protective Knitting, Inc. ("PKI") is engaged in the business of knitting and distributing of cut resistant gloves; and

WHEREAS, the authorized capital stock of PKI consists of 2,000 shares of common stock; and

WHEREAS, the Seller is the owner of all of the issued and outstanding shares of capital stock of PKI (the "PKI Stock"); and

WHEREAS, the Seller desires to transfer to the Purchaser and the Purchaser desires to acquire from the Seller, as of the Closing Date (as hereinafter defined) all of the PKI Stock; and

WHEREAS, Eastco will issue 100,000 shares of its Common Stock par value \$.12 (the "Eastco Stock") in exchange for the PKI Stock; and

WHEREAS, the parties desire to set forth the terms and conditions of this transaction.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises contained herein, hereby agree as follows:

### ARTICLE 1 EXCHANGE OF STOCK

1.01 On the Closing Date, subject to and upon the terms and conditions contained herein, the Seller shall sell, transfer, convey, assign and deliver to the Purchaser, and Purchaser will acquire from Seller, all right, title and interest in and to, good and marketable title, free and clear of any lien, security interest, pledge, charge or encumbrance all of the PKI Stock in exchange for the Eastco Stock.

## PKI Schedule of Asset

This is the schedule of assets for PKI as it will be April 16, 1997 just before closing. As agreed, some of the equipment, Steven's auto, accounts receivable, and inventory will be transferred to PRI prior to closing.

The assets of PKI consist of the following:

- one Sodemtex machine located at Fiber Dynamics.
- Intellectual property, consisting of the Kur-Gard® trademark, and a patent pending on a multi-core cut resistant yarn. The inventors on the patent pending are Steven Robins and Robert Fleming. Only Steven's interest is assignable to PKI.
- Good will, including existing customers and customer lists, and other general intangibles.

EXHIBIT "C"

TOTAL P.03