

06-05-2001

TRADEMARKS ONLY

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To the Honorable



ts and Trademarks:

Please record th

101739049

ment or copy thereof.

1. Name of Party(ies) conveying an interest
WDC Holdings, Inc.

52901

- Entity:
- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Massachusetts
- Other _____

Additional name(s) of conveying party(ies) attached:
 yes no

2. Name and Address of Party(ies) receiving an interest:
Name: Bacou USA Acquisition Corp.
Internal Address: 10 Thurber Boulevard
Street Address: Smithfield, RI 02917-1896
City: _____
State/Zip: _____

- Entity:
- Individual(s) Association
- General Partnership Limited Partnership ²⁹
- Corporation-State Delaware
- Other _____

Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:

- yes no

(The attached document must not be an assignment)
Additional name(s) and addresses attached: yes no

3. Description of the interest conveyed:

- Assignment Change of Name Other
- Security Agreement Merger
- Date of execution of attached document July 5, 2000

4. Application number(s) or registration number(s) Additional sheet attached? yes no

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
155,562; 159,154; 1,357,862; and
2,229,885

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

Name: Elliot A. Salter

Address: SALTER & MICHAELSON
321 South Main Street

City: Providence

State/Zip: RI 02903-7128

6. Number of applications and registrations involved: 4

7. The \$ 115 filing fee is enclosed.

8. Please charge the \$ _____ filing fee to Deposit Account No. _____ (duplicate copy of this page attached)

9. Please charge any deficiencies in fees or ~~overpayments~~ any overpayment to Deposit Account No. 19-0120

DO NOT USE THIS SPACE

10. 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.

Gretel Kelly
Name of Person Signing

Gretel Kelly
Signature

May 24, 2001
Date

Total number of pages comprising coversheet: 1

rev. 10/1993

06/04/2001 6TON11 00000121 155562

01 FC:481 40.00 DP
02 FC:482 75.00 DP

TRADEMARK
REEL: 002308 FRAME: 0022

ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT is made and entered into effective June 30, 2000 by and between WDC HOLDINGS, INC., a Massachusetts corporation ("Assignor") and BACOU USA ACQUISITION CORP., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and is the owner of the patents, patent applications, and trademarks which are pending and registered in the United States and elsewhere in the world as listed on the Exhibit A attached hereto; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in the patents, patent applications and trademarks listed on Exhibit A; and

WHEREAS, Assignor hereby represents and warrants to Assignee that Assignor has good and marketable title to the patents, patent applications, and trademarks identified in Exhibit A, free and clear of any and all liens, charges, encumbrances, claims, restrictions, equities, easements and other exceptions to title.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto Assignee all of its right, title and interest in and to the patents, patent applications and trademarks listed in Exhibit A, together with the goodwill of the business symbolized by the marks and the listed registrations, including, without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries; the trademarks to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as they would have been held and enjoyed by Assignor had such assignment not been made.

Assignor hereby authorizes and requests the duly authorized officials of any applicable jurisdiction to take such action as may be required to give effect to the sale, assignment and transfer made herein, including the issuance of any patents or trademark registrations on Exhibit A to Assignee, its successors and assigns; and Assignor further agrees, at no additional cost or expense to Assignor, to do all things as Assignee may reasonably request to effectuate such sale, assignment and transfer in respect to each such patent or trademark.

Assignor hereby irrevocably appoints Assignee, acting through any of its officers, directors or employees, acting together, or any one of them acting alone, its true and lawful attorney, with full power of substitution for Assignor and its name, place and stead: (a) in connection with all patent or trademark matters in any jurisdiction throughout the world for the purpose of executing and making any filing to register and maintain any of the patents or trademarks and to transact all business on behalf of Assignor in such jurisdiction in the registration and protection of any of the patents or trademarks; and (b) to execute, acknowledge and deliver all assignments, bills of sale, transfers, applications, powers of attorney, certificates,

receipts and other instruments and to execute all other documents and do all other acts which may be necessary or proper in connection with the exercise of any of the foregoing powers and for carrying out any power incidental thereto.

IN WITNESS WHEREOF, Assignor, expressly intending to be legally bound hereby, has caused this assignment to be executed by its duly authorized officer as of day and year first written above.

ASSIGNOR:

WDC HOLDINGS, INC

By: *Curtis R. Smith*
Curtis R. Smith, President

ACKNOWLEDGMENT

State of Rhode Island)
) ss:
COUNTY OF)

On this 5 day of July, 2000 the above-signing individual personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of the hereinabove signed entity pursuant to proper corporate authority, and acknowledged the execution of the instrument as the free act and deed of that entity.

Virginia M. Benke
Notary Public
My Commission Expires: 2/10/01

[SEAL]

EXHIBIT A

<u>Patents Granted</u>	<u>Year Granted</u>	<u>Number</u>	<u>Description</u>
	1984	4,471,495	Fully enclosed metal mesh glove with mesh cuff containing strap.
	1989	4,843,650	Fully enclosed metal mesh glove with V-insert
	1992	5,088,123	Extended cuff mesh glove with wire stiffener
	1999	5,894,602	Metal mesh glove with ribbon mesh strap
	2000	6,061,833	Metal mesh glove with elastic strap
<u>Patents Filed</u>	<u>Date Filed</u>		
	Oct. 1999	Application No. 09/427,874	Web insert construction for finger crotches
	May 2000	Application No. 09/562,527	Skin pulling glove
<u>Trademarks</u>			
		1,357,862	Ultra-Guard
		2,229,885	Whiting & Davis Safety
		155,562	Whiting & Davis Co. Mesh Bags
		159,154	Whiting & Davis Co. Mesh Bags