

09-14-2001

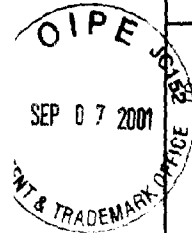


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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



1. Name of conveying party(ies): Safety Equipment Company, Inc. 09/07/01
Individual(s) Association General Partnership Limited Partnership Corporation-State Florida Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Safety Equipment Company, LLC Internal Address: Street Address: 1 Liberty Lane City: Hampton State: NH Zip: 03842
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company-Delaware
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(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: July 16, 2001 (date executed by Assignor)

4. Application number(s) or registration number(s): A. Trademark Application No.(s) N/A B. Trademark Registration No.(s) 2,378,010 2,409,787 2,418,052 2,378,050 1,198,336 2,418,051
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 6

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Benjamin S. Allen, Esq. Internal Address: Holland & Knight, LLP Street Address: 400 N. Ashley Drive Suite 2050 City: Tampa State: FL Zip: 33602

7. Total fee (37 CFR 3.41) \$ 165.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: N/A
(Attach duplicate copy of this page if paying by deposit account)

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 a true copy of the original document. Benjamin S. Allen Signature Benjamin S. Allen Date 8-31-2001
Total number of pages including cover sheet, attachments, and document: 19

09/13/2001 BTOM11 00000224 2378010 01 FC:481 02 FC:482 40.00 OP 125.00 OP

All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002366 FRAME: 0651

TRADEMARK ASSIGNMENT

This Agreement is by and between Safety Equipment Company, Inc., a Florida corporation ("Assignor") and Safety Equipment Company L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as:

SAFETY CHOICE

, bearing Serial Number 75473422 / Registration Number 2378010 (the "Trademark");
and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of TEN DOLLARS AND NO/100 (\$10.00), payable on July 9, 2001.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms;
and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a writing signed by both parties.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

Date: July 9, 2001

ASSIGNEE:

SAFETY EQUIPMENT COMPANY, INC.,
a Florida corporation

By: David J. Crannell President
David J. Crannell, President

ASSIGNOR:

SAFETY EQUIPMENT COMPANY L.L.C.
a Delaware limited liability company

By: FISHER SCIENTIFIC COMPANY, L.L.C.,
its Manager

By: FISHER SCIENTIFIC INTERNATIONAL, INC.,
its Manager

By: Todd DuChene
Todd DuChene, Vice President

NOTARIAL ACKNOWLEDGEMENTS

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The forgoing document was acknowledged before me this 9 th day of July, 2001, by DAVID J. CRANNELL, who is [STRIKE ONE] personally known to me / ~~has produced proper lawful identification~~ and having been duly sworn state that he is President of SAFETY EQUIPMENT COMPANY, INC. ("Corporation"), and has been authorized by the Board of Director of the Corporation to subscribe his signature on this document in the name of the Corporation.

(notarial seal)

[Handwritten Signature]

Name: _____
Notary Public
State of Florida
My Commission expires on: _____



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The forgoing document was acknowledged before me this 16th day of July, 2001, by Todd M. DuChene, who is [STRIKE ONE] personally known to me / ~~has produced proper lawful identification~~ and having been duly sworn state that he is the Vice President of Fisher Scientific International Inc., who is the Manager of Fisher Scientific Company, L.L.C., as the Manager SAFETY EQUIPMENT COMPANY L.L.C. ("Company"), is authorized to subscribe his signature on this document in the name of the Company.

(notarial seal)

[Handwritten Signature]
Name: _____
Notary Public
State of NH
My Commission expires on: _____

DIANE M. CAVANAUGH, Notary Public
My Commission Expires November 18, 2003