

09-27-2001



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

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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):

The Work Well Company

09/24/01

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

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

2. Name and address of receiving party(ies)

Name: Safety Today, Inc.

Internal

Address:

Street Address: 4020 Business Park Drive

City: Columbus State: OH Zip: 43207

Individual(s) citizenship

Association

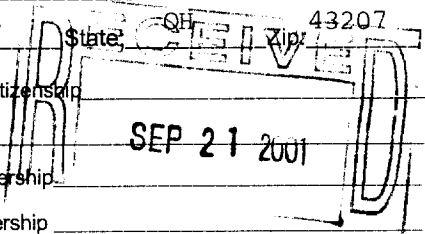
General Partnership

Limited Partnership

Corporation-State Delaware

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(es) attached? Yes No



3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 24, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule "A"

B. Trademark Registration No.(s)

See attached Schedule "A"

Additional number(s) attached Yes No

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

Name: Edward N. Bachand

Internal Address:

Street Address: Suite 3400

4 Embarcadero Center

San Francisco CA 94111-4187 City: State: Zip:

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$520.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Edward N. Bachand Name of Person Signing

Signature

September 18, 2001 Date

Total number of pages including cover sheet, attachments, and document: 4

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

09/26/2001 JJALLA#2 00000012 75096715

01 FC:481 02 FC:482

40.00 OP 300.00 OP

TRADEMARK REEL: 002374 FRAME: 0574

Refund Ref: 09/26/2001 JJALLA#2 000116375

CHECK Refund Total: \$100.00

**SCHEDULE "A"**

**TRADEMARK APPLICATIONS AND  
TRADEMARK REGISTRATIONS**

<b>Reference No./ Country</b>	<b>MARK</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>
TA-62288 United States	WORK SAFE	75/096,715 April 30, 1996	2,190,231 September 22, 1998
TA-62288-2 United States	Fanciful Design for Glove	75/099,884 May 7, 1996	2,149,718 April 7, 1998
TA-62288-3 United States	CLEAN HAND	75/324,142 July 14, 1997	2,195,348 October 13, 1998
TA-62288-5 United States	WORK CLEAN	75/562,054 September 30, 1998	
FTA-62288-5-BR Brazil	WORK CLEAN	821507265 March 23, 1999	
FTA-62288-5-CA Canada	WORK CLEAN	1009019 March 18, 1999	
TA-62288-6 United States	WORK CLEAN and Design	75/562,081 September 30, 1998	
FTA-62288-6-BR Brazil	WORK CLEAN and Design	821507303 March 23, 1999	
FTA-62288-6-CA Canada	WORK CLEAN and Design	1009018 March 18, 1999	
TA-62288-7 United States	PREP SAFE	75/714,323 May 26, 1999	
TA-62288-8 United States	HEALTH HAND	75/716,193 May 26, 1999	
TA-62288-9 United States	SAFE TECH	75/714,311 May 26, 1999	
TA-64658 United States	KLEEN HANDS	73/447,513 October 11, 1983	1,359,250 September 10, 1985

**ASSIGNMENT OF TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**WHEREAS**, The Work Well Company, a corporation of the State of Delaware having its principal place of business at 861-C Taylor Road, Gahanna, Ohio 43230 (“Assignor”), is the sole owner of the entire right, title and interest in and to the United States and foreign trademarks and service marks, trademark and service mark registrations and trademark and service mark applications listed in Schedule A attached hereto and hereby made a part hereof (collectively, the “Trademarks”) free and clear of any lien, encumbrance, charge, equity or restriction.

**WHEREAS**, under that certain Agreement and Plan of Merger dated August 4, 2000 (the “Agreement”) between Assignor and Safety Today, Inc., a corporation of the State of Delaware having its principal place of business at 4020 Business Park Drive, Columbus, Ohio 43207 (“Assignee”), Assignor has agreed to merge into Assignee.

**WHEREAS**, pursuant to the Agreement, Assignor is desirous of transferring its entire right, title and interest in and to the Trademarks to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have agreed to the following:

Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, including but without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries, all claims for damages for infringement thereof, including past infringement, and the right to sue and collect such damages; 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 this assignment and sale not been made.

Assignor hereby authorizes and requests the duly authorized officials of the United States and countries foreign thereto, to take such action as may be required to give effect to the sale, assignment and transfer made herein, including the issuance to Assignee, its successors and assigns, of the full and undivided interest of Assignor in and to any United States and foreign trademarks and service marks, trademark and service mark applications and trademark and service mark registrations to which Assignee is entitled by virtue hereof, for the sole use and benefit of Assignee, its successor and assigns; and Assignor agrees to do all things reasonably necessary to effectuate such sale, assignment and transfer in respect to each such trademark and service mark, trademark and service mark applications and trademark and service mark registrations.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument as of this

24 day of August, 2001.

THE WORK WELL COMPANY,  
a Delaware corporation

By: *Donald J. Volk*  
Name: DONALD J. VOLK  
Title: V.P.

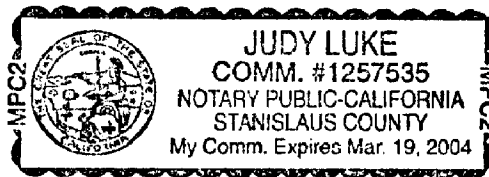
STATE OF California )  
 ) ss.  
COUNTY OF Stanislaus )

On this 24 day of August, 2001, before me, Judy Luke,  
Notary Public of the State of California, personally appeared Donald J. Volk,  
personally known to me to be the person whose name is subscribed to the within instrument, and  
acknowledged that he/she executed the same in his authorized capacity and that by his/her  
signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

WITNESS my hand and official seal.

(seal)

*Judy Luke*  
Signature



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