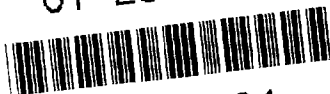


01-25-2002



101973084

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

1.10.02

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

Merger

Change of Name

Other

Effective Date
Month Day Year

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/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Association

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.)

01/25/2002 101A71 0000001A 75932374

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 1175.00 OP

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 Practice. 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, Washington, D.C. 20231

TRADEMARK

REEL: 002423 FRAME: 0564

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" value="75/932,374"/> | <input type="text" value="75/933,329"/> | <input type="text" value="76/034,295"/> |
| <input type="text" value="76/034,296"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="text" value="174,105"/> | <input type="text" value="217,429"/> | <input type="text" value="420,366"/> |
| <input type="text" value="514,112"/> | <input type="text" value="688,258"/> | <input type="text" value="687,588"/> |
| <input type="text" value="690,609"/> | <input type="text" value="701,026"/> | <input type="text" value="833,750"/> |

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.

Bryna S. Silver

Bryna Silver

Dec. 11, 2001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

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Trademark Application Number(s)

Registration Number(s)

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| <input type="text"/> | <input type="text"/> | <input type="text"/> |

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|-----------|-----------|-----------|
| 821,971 | 853,272 | 848,181 |
| 961,461 | 1,222,462 | 1,266,963 |
| 1,308,753 | 1,313,294 | 1,355,147 |
| 1,436,332 | 1,497,492 | 1,654,034 |
| 1,794,116 | 1,808,360 | 1,710,726 |
| 1,751,831 | 1,753,168 | 1,757,580 |
| 1,754,993 | 1,838,579 | 1,860,293 |

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

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DBA/AKA/TA

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Trademark Application Number(s)

Registration Number(s)

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| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|-----------|-----------|-----------|
| 1,848,146 | 733,182 | 1,879,143 |
| 1,894,983 | 2,012,539 | 2,001,885 |
| 2,010,847 | 2,005,051 | 2,186,809 |
| 2,217,839 | 2,219,642 | 2,365,150 |
| 2,034,314 | 2,458,122 | |
| | | |
| | | |

ASSIGNMENT OF REGISTERED TRADEMARKS

ASSIGNMENT OF REGISTERED TRADEMARKS effective as of the date set forth below, by DALLOZ SAFETY, INC., a Delaware corporation ("Assignor"), with offices at 2nd and Washington Streets, Reading, Pennsylvania 19601, to DALLOZ INVESTMENT, INC., a Delaware corporation ("Assignee"), with offices at 300 Delaware Avenue, Suite 900, Wilmington, Delaware 19801.

BACKGROUND

Assignor is the sole owner of the United States Patent and Trademark Office registrations for the trademarks set forth on Schedule A attached hereto (the "Scheduled Trademarks").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto the Assignee Assignor's entire right, title and interest in, to and under the Scheduled Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses in connection with the Scheduled Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

2. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of reasonable out-of-pocket expenses in connection with clause (b) below), Assignor shall promptly take such actions and execute and deliver such documents and instruments as the Assignee or its counsel may reasonably request in order to (a) perfect and record the Assignee's ownership rights in the Rights and/or (b) prosecute any infringements thereof.

3. Counterparts. Each copy of this Assignment which Assignor signs to facilitate recording of the Assignee's interest in the Rights shall be deemed an original.

4. Successors, Etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or its obligations hereunder without the prior written consent of the Assignee. Any assignment which contravenes this Section 4 shall be void ab initio.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

Dated: January 1, 2000

DALLOZ SAFETY, INC.

By George J. Smith
Title: Secretary-Treasurer

Subscribed and sworn to
before me this 1st day of
January, 2000.

"Assignor"

Mary G. Perini

Notarial Seal
Mary G. Perini, Notary Public
Reading, Berks County
My Commission Expires Aug. 26, 2005

SCHEDULE A**SCHEDULED TRADEMARKS**

| Trademark | Registration Number | Serial Number | Filing Date | Current Owner |
|----------------------|----------------------------|----------------------|--------------------|----------------------|
| W (stylized) | 174105 | 71160734 | 3/15/22 | Dalloz Safety, Inc. |
| Pulmosan (stylized) | 217429 | 71223409 | 11/16/25 | Dalloz Safety, Inc. |
| Protecto-Shield | 420366 | 71474971 | 10/5/44 | Dalloz Safety, Inc. |
| Willson-Weld | 514112 | 71544951 | 12/19/47 | Dalloz Safety, Inc. |
| Plas-Tough | 556085 | 71617172 | 7/31/51 | Dalloz Safety, Inc. |
| Willson | 0688258 | 72040703 | 11/14/57 | Dalloz Safety, Inc. |
| Willson (and design) | 0687588 | 72040704 | 11/14/57 | Dalloz Safety, Inc. |
| Willson (and design) | 0690609 | 72040705 | 11/14/57 | Dalloz Safety, Inc. |
| Kwik-Klip | 0701026 | 72082335 | 9/29/59 | Dalloz Safety, Inc. |
| Respir-ette | 702656 | 72085683 | 11/19/59 | Dalloz Safety, Inc. |
| Feather Clip | 702902 | 72088740 | 1/11/60 | Dalloz Safety, Inc. |
| Dustguard | 833750 | 72213856 | 3/11/65 | Dalloz Safety, Inc. |
| Astrogoggle | 821971 | 72236246 | 1/12/66 | Dalloz Safety, Inc. |
| Feather Kap | 853272 | 72264397 | 2/10/67 | Dalloz Safety, Inc. |
| Vue Guard | 848181 | 72270911 | 5/8/67 | Dalloz Safety, Inc. |
| Infra-Ban | 896018 | 72349267 | 1/22/70 | Dalloz Safety, Inc. |
| Mist Away | 961461 | 72412326 | 1/10/72 | Dalloz Safety, Inc. |
| Alpha | 1222462 | 73349655 | 2/10/82 | Dalloz Safety, Inc. |
| Willson | 1266963 | 73393342 | 9/29/82 | Dalloz Safety, Inc. |
| OP-Tema | 1308753 | 73453911 | 11/18/83 | Dalloz Safety, Inc. |
| Pro System | 1313294 | 73465678 | 2/14/84 | Dalloz Safety, Inc. |
| Galaxy | 1355147 | 73521614 | 2/11/85 | Dalloz Safety, Inc. |
| Spectra | 1436332 | 73623619 | 10/2/86 | Dalloz Safety, Inc. |
| Galaxy | 1497492 | 7366363 | 5/28/87 | Dalloz Safety, Inc. |
| Sound Ban | 1608968 | 73799978 | 5/15/89 | Dalloz Safety, Inc. |
| Visi-Wear | 1654034 | 74059815 | 5/14/90 | Dalloz Safety, Inc. |
| Polysafe | 1673944 | 74074907 | 7/2/90 | Dalloz Safety, Inc. |
| Freedom | 1794116 | 74096529 | 9/13/90 | Dalloz Safety, Inc. |
| Eclipse | 1808360 | 74142559 | 2/27/91 | Dalloz Safety, Inc. |
| Gemini | 1710726 | 74142560 | 2/27/91 | Dalloz Safety, Inc. |
| Airmaster | 1751831 | 74202557 | 9/12/91 | Dalloz Safety, Inc. |
| Valuair | 1753168 | 74208776 | 10/2/91 | Dalloz Safety, Inc. |
| Premier | 1757580 | 74208823 | 10/2/91 | Dalloz Safety, Inc. |
| MXPf | 1754993 | 74222956 | 11/18/91 | Dalloz Safety, Inc. |
| Orion | 1838579 | 74303594 | 8/12/92 | Dalloz Safety, Inc. |
| TSR | 1860293 | 74343457 | 12/28/92 | Dalloz Safety, Inc. |
| Beta | 1848146 | 74368698 | 3/17/93 | Dalloz Safety, Inc. |
| Tite-Seal | 733182 | 72109248 | 11/29/60 | Dalloz Safety, Inc. |
| Trimweld | 1879143 | 74391001 | 5/17/93 | Dalloz Safety, Inc. |

TRADEMARK

REEL: 002423 FRAME: 0570

| <u>Trademark</u> | <u>Registration Number</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Current Owner</u> |
|-------------------------|-----------------------------------|-----------------------------|---------------------------|-----------------------------|
| Mardi Gras | 1947500 | 74505965 | 3/28/94 | Dalloz Safety, Inc. |
| Marathon | 1894983 | 74525142 | 5/16/94 | Dalloz Safety, Inc. |
| Calais | 2012539 | 74600077 | 11/17/94 | Dalloz Safety, Inc. |
| Brittany | 2001885 | 74600079 | 11/17/94 | Dalloz Safety, Inc. |
| Cannes | - | 74600080 | 11/17/94 | Dalloz Safety, Inc. |
| Normandy | 2010847 | 74600081 | 11/17/94 | Dalloz Safety, Inc. |
| St. Tropez | 2005051 | 74600082 | 11/17/94 | Dalloz Safety, Inc. |
| Millenium 2000 | - | 74651204 | 3/24/95 | Dalloz Safety, Inc. |
| SAF-T-FIT | 2186809 | 75253184 | 3/6/97 | Dalloz Safety, Inc. |
| Prevail | 2217839 | 75280813 | 4/25/97 | Dalloz Safety, Inc. |
| Prolok | 2219642 | 75281005 | 4/25/97 | Dalloz Safety, Inc. |
| Turbouisor | - | 75376220 | 10/20/97 | Dalloz Safety, Inc. |
| Willsonmax | 2365150 | 75507833 | 6/24/98 | Dalloz Safety, Inc. |
| Minimedic | 2034314 | 74639044 | 2/27/95 | Dalloz Safety, Inc. |
| Dalloz Safety | 2458122 | 75666859 | 3/24/99 | Dalloz Safety, Inc. |
| Titan by Miller | - | 75932374 | 3/2/00 | Dalloz Safety, Inc. |
| Harvest | - | 75933329 | 3/2/00 | Dalloz Safety, Inc. |
| Willson Cruiser | - | 76034295 | 12/26/00 | Dalloz Safety, Inc. |
| Stellar | - | 76034296 | 1/2/01 | Dalloz Safety, Inc. |