

02-21-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

James K. Donohue and
Maureen A. Donohue

- ☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 18, 2002

2. Name and address of receiving party(ies)

Name: Norcross Safety Products L.L.C.

Internal

Address: _____

Street Address: 2211 York Road, Suite 215City: Oak Brook State: IL Zip: 60523

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____

☒ Other Delaware limited liability company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2284072; 2284071Additional number(s) attached ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Cheryl L. Meier, Esq.Internal Address: Kirkland & EllisStreet Address: 200 East Randolph Drive,
Suite 5300City: Chicago State: IL Zip: 606016. Total number of applications and
registrations involved: _____27. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

22-0440

(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.

Cheryl L. Meier
 Name of Person Signing

Signature

January 30, 2002
 Date
Total number of pages including cover sheet, attachments, and document: 9

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

02/20/2002 TDIAZI 00000094 2284072

01 FC:481
02 FC:48240.00 OP
25.00 OPTRADEMARK
REEL: 002446 FRAME: 0874

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made

and entered into as of this 18th day of January, 2002 by and between James K. Donohue and Maureen A. Donohue (each an "Assignor", and collectively "Assignors") , and Norcross Safety Products L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of January 18, 2002 by and among Assignors as "Sellers" and Assignee as "Buyer", Assignors have agreed to assign, and Assignee has agreed to acquire, all right, title and interest in and to certain assets of the Assignors, including all of the intellectual property assets and rights used by Assignors in connection with the operation of the Muck Boot Company (the "Business").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignors hereby sell, convey, transfer, assign, and deliver to Assignee and its successors and assigns, the entire right, title and interest in and to (i) the copyright registrations identified in Schedule A hereto (if any), and all other copyrights and copyrightable works owned by any Assignor that are used or intended to be used in the Business (collectively, "Copyrights"), together with the right to obtain any renewals or extensions of such copyrights, and together with all rights to sue and recover for any past, present and future infringements of any of the copyrights, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns; (ii) the trademark registrations and applications set forth on Schedule A, the domain name registrations set forth on Schedule A, the unregistered trademarks set forth on Schedule B hereto and to all other trademarks, service marks, trade names, trade dress, logos and other identifying marks owned by any Assignor that are used or intended to be used in the Business (including any registrations, renewals and extensions that are or may be secured under the laws of the United States and all foreign countries), together with the goodwill of the Business associated therewith (collectively "Trademarks") and together with all income, royalties or payments due or payable as of the date hereof, and together with all rights to sue and recover for any past, present and future infringements of the Trademarks, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns; (iii) the patents and patent applications set forth on Schedule A hereto (if any) and all other

inventions, processes, methods, trade secrets and know-how that are used or intended to be used in the Business, including any patents, renewals or extensions that may be secured hereafter under the laws of the United States and all foreign countries (collectively "Patents"), together with all income, royalties or payments due or payable as of the date hereof, and together with all rights to sue and recover for any past, present and future infringements of the Patents, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns; and (iv) all other intellectual property used or intended to be used in the Business (the assets transferred in (i) -- (iv) collectively referred to as "Intellectual Property").

2. Assignors hereby authorize: (i) the Register of Copyrights to record Assignee as the assignee and owner of the registered copyrights and copyright applications; and (ii) the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the registered trademarks, patents, and applications for the foregoing.
3. Assignors represent and warrant that they are the sole and exclusive owners of the entire right, title and interest in and to the Intellectual Property transferred to Assignee in this Assignment, free of any liens and encumbrances, and that they have the full right to assign all of the interests herein.
4. Assignors shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering any of the Intellectual Property; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property; (iii) in obtaining any additional protection for the Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (iv) in the implementation or perfection of this Assignment.

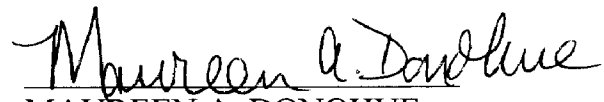
* * * *

IN WITNESS WHEREOF, the Assignors and Assignee have executed this Intellectual

Property Assignment on the date first written above.

ASSIGNORS:


JAMES K. DONOHUE


MAUREEN A. DONOHUE

ASSIGNEE:

NORCROSS SAFETY PRODUCTS L.L.C.

Name:

Title:

IN WITNESS WHEREOF, the Assignors and Assignee have executed this Intellectual Property Assignment on the date first written above.

ASSIGNORS:

JAMES K. DONOHUE

MAUREEN A. DONOHUE

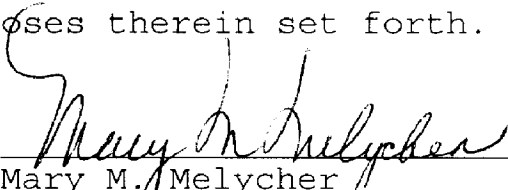
ASSIGNEE:

NORCROSS SAFETY PRODUCTS L.L.C.

R. A. Pearson
Name: R. A. PEARSON
Title: PRESIDENT & CEO

STATE OF CONNECTICUT)
) SS: Danbury
COUNTY OF FAIRFIELD)

On January 17, 2002, James K. Donahue personally appeared before me and acknowledged that he executed the above instrument on his own behalf for the purposes therein set forth.




Mary M. Melycher
Notary Public

MARY M. MELYCHER
NOTARY PUBLIC
My Commission Expires 11/30/2002.

STATE OF CONNECTICUT)
) SS: Danbury
COUNTY OF FAIRFIELD)

On January 17, 2002, Maureen A. Donahue personally appeared before me and acknowledged that he executed the above instrument on his own behalf for the purposes therein set forth.



Mary M. Melycher
Notary Public

MARY M. MELYCHER
NOTARY PUBLIC
My Commission Expires 11/30/2002.

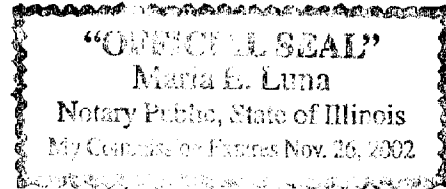
On January 18, 2002, Robert A. Peterson personally appeared before me and acknowledged that he is the Chief Executive Officer of Norcross Safety Products L.L.C., a Delaware limited liability company, and acknowledged that he executed the above instrument on behalf of Norcross Safety Products L.L.C. for the purposes therein set forth.

Maria E. Luna

Notary Public

My Commission Expires:

November 26, 2002



STATE OF Illinois)
) SS:
COUNTY OF Cook)

SCHEDULE A
Registered Intellectual Property

TRADEMARKS:

U.S. Trademarks	Reg. No./ Reg. Date	Appln. No./ Filed	Status / Owner
THE ORIGINAL MUCK BOOT COMPANY USA	2284072 10/05/99	75/445819 03/06/98	Expires 10/05/2009 James K. Donohue
MUCK	2284071 10/05/99	75/445818 03/06/98	Expires 10/05/2009 James K. Donohue

DOMAIN NAMES:

U.S. Domain Names	Status/Owner
MUCKBOOT.COM	Expires 02/09/2003 Muck Boots Company
MUCKBOOTCOMPANY.COM	Expires 10/17/2002 Muck Boots Company

COPYRIGHTS:

None.

PATENTS:

None.

SCHEDULE B
Unregistered Trademarks

“HOSER CLASSIC” BOOT

“CHORE” BOOT

“TACK CLASSIC” EQUINE-CARE BOOT

“EDGEWATER” FIELD BOOT

“EDGEWATER CAMP” SHOE

“DAILY” HOME & GARDEN SHOE

“WOODY” CAMOUFLAGE HUNTING BOOT

“FUTI” SLING BOOTIE

“MUCKSTER” PET LOVER’S SHOE

“SCRUB” HOME & GARDEN BOOT

“ROVER” KID’S BOOT

“MUCKMASTER” INDUSTRIAL BOOT

“ARCTIC SPORT” ADULT AND KID’S BOOT

“WOODY MAX” EXTREME CONDITIONS CAMOUFLAGE BOOT

“WETLANDS” ALL-CONDITIONS FIELD BOOT

“FIELD MASTER” CAMOUFLAGE BOOT