

05-06-2002

CAO-0304-A

Tab settings

To the Honorable Commissioner of Pa

attached original documents or copy thereof.

1. Name of conveying party(ies):

Aearo Company

2. Name and address of receiving party(ies):

Name: Iron Age Corporation

Internal Address:

Street Address: Robinson Plaza Three, Suite 400

City: Pittsburgh State: PA ZIP: 15205

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State Delaware

☐ Other

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☒ N

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☒ N

3. Nature of conveyance:

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

Execution Date: December 14, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,262,729

2,262,730

2,278,521

Additional numbers

☐ Yes ☒ No

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

Name: George a. Pelletier, Jr.

Internal Address: Cantor Colburn LLP

Street Address: 55 Griffin Road South

City: Bloomfield State: CT ZIP: 06002

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

06-1130

04-15-2002

U.S. Patent & TMOs/TM Mail Rcpt Dt. #11

DO NOT USE THIS SPACE

05/03/2002 DBYRME 00000058 2262729

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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.

George A. Pelletier, Jr.

Name of Person Signing

Signature

04-12-2002

Date

Total number of pages including cover sheet, attachments, and TRADEMARK

REEL: 002498 FRAME: 0739

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of December 14, 2001, by and among AEARO COMPANY I, a Delaware corporation (the "Purchaser"), and IRON AGE CORPORATION, a Delaware corporation (the "Seller"). Purchaser and Seller may collectively be referred to herein as the "Parties".

WITNESSETH:

WHEREAS, subject to the terms and conditions hereof, Purchaser desires to purchase and Seller desires to sell all of the assets, properties and rights relating to or used or useful in connection with Seller's Safety Prescription Eyewear Business Unit known as "Iron Age Vision", a safety optical distributing business (the "Business");

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, the Parties hereto agree as follows:

SECTION 1 **PURCHASE AND SALE OF ASSETS**

1.1 **Sale of Assets.** Subject to the provisions of this Agreement, Seller agrees to sell and Purchaser agrees to purchase, on such date (the "Closing Date"), all of Seller's right, title and interest in and to the properties, assets and operations comprising the Business of every kind and description, tangible and intangible, personal or mixed, and wherever located, and all of Seller's goodwill, backlog, customer lists, customer deposits, telephone numbers, trade and product names, proprietary property and products relating to the Business, except for the Excluded Assets. All of the assets described or referred to in this Section 1.1 are hereinafter referred to as the "Subject Assets" and include, without limitation, those assets set forth below:

(a) All inventory, samples, work-in-process, fixed assets, equipment and machinery, fixtures, motor vehicles (including but not limited to the seven (7) Optivan vehicles), leasehold improvements, computer hardware, equipment, software and related assets, including without limitation those set forth in Schedule 1.1(a) attached hereto and made a part hereof;

(b) A complete customer list of the Business's vision customers (including all customers since the Business was acquired by Seller), current as of the Closing Date;

(c) All Intellectual Property (as defined in Section 2.6) related to the Business, which shall specifically include without limitation all of Seller's rights to the names "Opti-Van", "Vision on Wheels"; and "Vision on Wheels & Design"; and

(d) To the extent permitted by the terms of each Assumed Contract (as defined below) and applicable law, all outstanding sales proposals, purchase orders, agreements or contracts to provide or receive goods and/or services in connection with the Business, all customer agreements, vendor agreements, commitments, agreements and licenses relating to the

CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)Applicant(s): **AEARO COMPANY**

Docket No.

CAO-0304-A

Serial No.

Filing Date

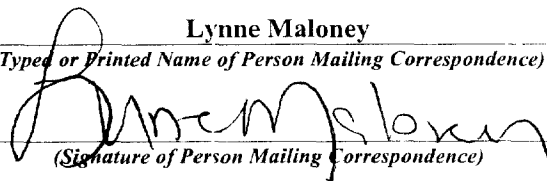
Examining Attorney

Law Office

Trademark:

I hereby certify that this **Recordation Form Cover Sheet & Assignment***(Identify type of correspondence)*

is being deposited with the U.S. Postal Service as first class mail under 37 C.F.R. 1.8 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513 on:

04-12-02*(Date)*Lynne Maloney*(Typed or Printed Name of Person Mailing Correspondence)**(Signature of Person Mailing Correspondence)***Note: Each paper must have its own certificate of mailing.**