

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPT Glendale, Inc.		12/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bacou-Dalloz Eye & Face Protection, Inc.		
Street Address:	10 Thurber Boulevard		
City:	Smithfield		
State/Country:	RHODE ISLAND		
Postal Code:	02917		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2509618	DERM-AID	
Registration Number:	2608928	EYECARE SHIELD	
Registration Number:	1453003	GPT	
Registration Number:	2990097	I-BLOCK	
Registration Number:	2634368	IR/PC	
Registration Number:	2784910	LASER-AID	
Registration Number:	0865729	LASER-GARD	
Registration Number:	1042764	LASER-GARD	
Registration Number:	2661828	LASER-GARD	
Registration Number:	3109692	LIGHT SPEED	
Registration Number:	2763182	SPECTRASHIELD	

CORRESPONDENCE DATA

Fax Number: (703)836-2787

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003508 FRAME: 0406

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Phone: 703-836-6400
Email: email@oliff.com
Correspondent Name: Oliff & Berridge, PLC
Address Line 1: 277 South Washington Street
Address Line 2: Suite 500
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	106715
NAME OF SUBMITTER:	William P. Berridge
Signature:	/William P. Berridge/
Date:	03/26/2007

Total Attachments: 13

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ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

GPT GLENDALE, INC.

and

BACOU-DALLOZ EYE & FACE PROTECTION, INC.

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of this 31st day of December, 2006, by and between GPT GLENDALE, INC., a Delaware corporation with principal office located at 10 Thurber Boulevard, Smithfield, Rhode Island 02917 ("Assignor") and BACOU-DALLOZ EYE & FACE PROTECTION, INC., a Delaware corporation with its principal office located at 10 Thurber Boulevard, Smithfield, Rhode Island 02917 ("Assignee").

BACKGROUND

Assignor owns certain assets and liabilities pertaining to the laser eyewear and related eyewear business of Assignor that are necessary to operate the laser and eyewear business of Assignor ("Business"), as more fully set forth on Schedule 1 hereto. Assignor desires to contribute and assign to Assignee all of Assignor's ownership, right, title and interest in and to the Business, including, without limitation, all goodwill of the business symbolized thereby, and all registrations and pending registrations for Patents and Trademarks associated therewith. Assignee desires to accept such contribution and assignment from Assignor, and to assume the liabilities related to the Business.

AGREEMENT

In consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Business Assets. Assignor hereby sells, transfers, conveys and assigns to Assignee all of the Assignor's rights, title and interest in, to and under the assets of the Business ("Assets").

2. Assets. The Assets to be assigned to Assignee shall include all real and personal tangible and intangible assets, properties and rights owned by Assignor pertaining to the Business of whatever description, including without limitation, all permits and licenses, material agreements, contracts and leases (provided that consents to assignment have been obtained to the extent required by law or by the terms of such documents or that Assignee has agreed to assume the obligations thereunder while consents are being obtained), real property and personal property, all assets included on the balance sheet of the Business, cash, customer records, machinery, equipment, vehicles, computers and software, furniture, fixtures, supplies, inventory and all other physical assets, agreements, contracts and leases that are not deemed material, interests, systems and documents regarding real and personal property, Intellectual Property, credits and other prepaid items, claims and rights of recovery, purchase orders, accounts receivable, rights to bill and receive payment for products shipped and/or services performed but unbilled or unpaid, advertising, marketing and promotional materials, all rights to receive warranties, guarantees or indemnification, and all goodwill as a going concern which relate in any way to the ownership, use or operation of the Business.

3. Assignment of Intellectual Property. Assignor hereby contributes, assigns, transfers and conveys to Assignee all of Assignor's worldwide ownership right, title and interest, including without limitation all common law rights, in and to the Intellectual Property, including, without limitation, Patents and Trademarks of Assignor pertaining to the Business, all goodwill of the Business symbolized thereby, all registrations, all applications for registration, and all pending registrations associated therewith, including without limitation the Intellectual Property as more particularly described on Schedule 1 attached hereto.

4. Assignment of Reissues or Extensions. In addition to the assignment of the Patents and Trademarks throughout the world and the underlying inventions and goodwill, Assignor contributes, assigns, transfers and conveys to Assignee all of its right, title, and interest in and to any reissues, divisions, continuations, continuations-in-part, or extensions thereof. This contribution and assignment also includes the right to apply for patents, inventor certificates and registrations in respect thereof and to claim priority in and to the underlying inventions pursuant to rights accorded to Assignor under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in any to

any and all patents, patents of addition, utility models, patents of importation, revalidation patents, inventor certificates, certificates of registration and applications for trademarks which may be granted throughout the world with respect of said inventions and trademarks.

5. Assignment of Causes of Action. Assignor hereby assigns to Assignee the right to bring suit and to prosecute any ongoing suits filed by Assignor in any court of competent jurisdiction to recover damages and profits, to seek injunctions and other recoveries of any kind, including those for any past infringement of the Patents and Trademarks.

6. Acceptance of Assignment; Assumption of Liabilities. Assignee hereby accepts the assignments described in Paragraphs 1 – 5 above and assumes all liabilities and obligations in connection with such assignments.

7. Liabilities Assumed. Assignee shall assume and agree to perform and discharge the following: (i) all obligations of Assignor which accrue and are to be performed under those permits and licenses, material agreements, contracts and leases attached hereto or those agreements, contracts and leases (all of such assets referred to in item (i) being referred to hereinafter as the "Assumed Contracts"); (ii) all liabilities of Assignor as reflected on its most recent Balance Sheet; and (iii) any and all such Liabilities pertaining to the Business of Assignor, including but not limited to liabilities arising out of any claims or suits brought against Assignor (such items (i) through (iii) are collectively referred to herein as the "Assumed Liabilities").

8. Further Action by Assignor. Assignor hereby agrees to take whatever further action is deemed reasonably necessary or appropriate by Assignee to properly and completely effectuate the transfer of the Assets, Patents and Trademarks and Causes of Action to Assignee and to establish full custody and ownership of such Patents and Trademarks by Assignee. The parties acknowledge the possible need or appropriateness in certain registration offices for

separate assignments relating solely to the specific Patents or the specific Trademarks on record in such registration offices. Accordingly, without limitation, Assignor agrees to execute assignments, upon request of Assignee, in connection with separate assignments of individual Patents or individual Trademarks.

9. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

a. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

b. Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

c. Assignor has not and will not convey, sell, transfer or pledge the Assets, the Business, the Patents and Trademarks or Causes of Action to any third party, and title to any of the Assets, the Business, the Patents and Trademarks or Causes of Action has not been wholly or partially transferred to any third party by Assignor for the purpose of sale, security, or otherwise. Assignor further warrants that no person, firm, corporation or other entity, except the Assignee, has to date acquired any lien, right, title or claim to all or any part of the Assets, the Business, the Patents or Trademarks or Causes of Action.

10. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that:

a. Assignee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

b. Assignee has full company authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignee's Certificate of Incorporation, bylaws or any agreement to which Assignee may be a party.

11. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, from and against:

a. Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Assignee pursuant to this Agreement.

b. Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or omission by Assignor in connection with any services rendered by Assignor prior to this Agreement, under the Business, any of the Assets, Patents and Trademarks or Causes of Action.

c. All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing.

d. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

12. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters of Patent and Certificates of Registration and comparable documents of other countries assigned by this Agreement to Assignee, as the Assignee of the entire rights, titles and interests in and to the same, for Assignee's sole use and benefit; and for the use and benefit of Assignee's successors and assigns, to the full end of the term for which such Letters Patent and Certificates of Registration may be granted, as full and entirely as the same would have been held by Assignor had this assignment not been made. Assignor authorizes Assignee, or its legal representatives, to insert or complete

any documents or forms needed to effect recordation or perfect Assignee's rights in the U.S. Patent and Trademark Office and the comparable offices of other countries.

13. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty-day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the non-breaching party for its reasonable attorney's fees and court costs incurred. The provisions of this Section 13 are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

14. Additional Documents. Assignor agrees to execute any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of this Agreement to the fullest extent the assignor may do so without violating or being in default under any applicable law or under any other agreement to which the Assignor is a party.

15. Miscellaneous.

a. Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

b. Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Rhode Island without regard to its conflict of laws principles.

c. Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to Assignor, to:

GPT Glendale, Inc.
10 Thurber Boulevard
Smithfield, RI 02917
401-232-2230 (fax)
Attn.: General Counsel

If to Assignee, to:

Bacou-Dalloz Eye & Face Protection, Inc.
10 Thurber Boulevard
Smithfield, RI 02917
401-232-2230 (fax)
Attn.: General Counsel

or to such other address as either party shall designate in a notice to the other given as provided herein.

d. Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns and representatives.

e. Terms of Assignment. The Letters of Patent and Certificates of Registration and other rights assigned by this Agreement are for the use and exploitation of Assignee, its successors and assigns, to the end of the term for which the Patents and Trademarks are granted or for which any reissues, divisions, continuations, continuations-in-part or extensions of the Patents and Trademarks are granted.

f. Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretations of, or be taken into consideration in

interpreting this Agreement.


g. Incorporation of Schedules. The attached Schedule is expressly made part of this Agreement, is incorporated herein by reference, and shall be given the same force and effect as if said Schedule was included within the body of this Agreement.

h. Waiver: Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.


i. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, a duly authorized officer of each of the parties has executed this Agreement as of the date first above written.

GPT GLENDALE, INC.
(Assignor)

By: 
Mark Hampton, President

BACOU-DALLOZ EYE & FACE PROTECTION,
INC. (Assignee)

By: 
Jeffrey Brown, Vice President & General
Manager

interpreting this Agreement.

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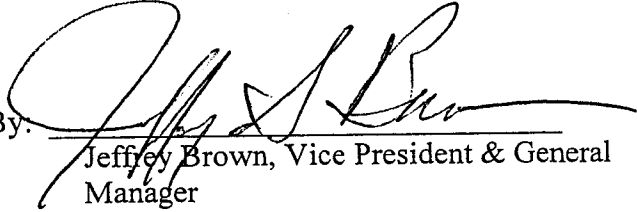
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GPT GLENDALE, INC.
(Assignor)

By: _____
Mark Hampton, President

BACOU-DALLOZ EYE & FACE PROTECTION,
INC. (Assignee)

By: 
Jeffrey Brown, Vice President & General
Manager

GPT GLENDALE, INC.

PATENTS

Disposable Eye Patch and Method of Manufacturing a Disposable Eye Patch	USA	Pat. No. 6,320,094
Disposable Eye Patch and Method of Manufacturing a Disposable Eye Patch	USA	Appl. No. 09/988,335
Disposable Eye Patch and Method of Manufacturing a Disposable Eye Patch	USA	Appl. No. 10/716,246
Disposable Eye Patch and Method of Manufacturing a Disposable Eye Patch	USA	Appl. No. 11/500,906
Eye Protection Methods and Apparatus	Canada	Appl. No. 2,454,528
Eye Protection Methods and Apparatus	Europe	Appl. No. 03293348.3
Eye Protection Methods and Apparatus	Italy	Appl. No. 159648
Eye Protection Methods and Apparatus	Japan	Appl. No. 2003-431107
Eye Protection Methods and Apparatus	USA	Pat. No. 7,008,055
Eye Protector	USA	Pat. No. D444,561

GPT GLENDALE, INC.

TRADEMARKS

DERM-AID	USA	Reg. No. 2,509,618
DERMSHIELD	USA	Reg. No. 2,506,377
EYECARE SHIELD	USA	Reg. No. 2,608,928
GLENDALE	China	Reg. No. 1005871
GLENDALE	Japan	Reg. No. 924410
GLENDALE	Taiwan	Reg. No. 780116
GLENDALE	South Korea	Reg. No. 363006
GLENDALE	South Korea	Reg. No. 356519
GPT & DESIGN	USA	Reg. No. 1,453,003
I-BLOCK	USA	Reg. No. 2,990,097
IR/PC	USA	Reg. No. 2,634,368
LASER-AID	USA	Reg. No. 2,784,910
LASER-GARD	Austria	Reg. No. 65983
LASER-GARD	Denmark	Reg. No. VR197000484
LASER-GARD	France	Reg. No. 1533495
LASER-GARD	Germany	Reg. No. 881849
LASER-GARD	Italy	Reg. No. 558329/249753
LASER-GARD	USA	Reg. No. 865,729
LASER-GARD	USA	Reg. No. 1,042,764
LASER-GARD	USA	Reg. No. 2,661,828
LIGHT SPEED	USA	Reg. No. 3,109,692
LIGHT SPEED	Canada	Reg. No. 1,183,476
LIGHT SPEED	European Community	Reg. No. 003298569
SPECTRASHIELD	USA	Reg. No. 2,763,182