

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
Little's Good Gloves, Inc.		03/20/2009	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Protective Industrial Products, Inc.		
Street Address:	Northeastern Industrial Park Building 4		
Internal Address:	P.O. Box 19		
City:	Guilderland Center		
State/Country:	NEW YORK		
Postal Code:	12085		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1922093	THE MUD GLOVE	
Registration Number:	3020344	THE MUD GLOVE	
CORRESPONDENCE DATA			
Fax Number:	(480)624-4599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4806244540		
Email:	cmcauliffe@hro.com		
Correspondent Name:	Christine Meis McAuliffe		
Address Line 1:	16427 North Scottsdale Road, Suite 300		
Address Line 4:	Scottsdale, ARIZONA 85254-1597		
ATTORNEY DOCKET NUMBER:	53529-00200		
NAME OF SUBMITTER:	Christine Meis McAuliffe		
Signature:	/Christine Meis McAuliffe/		

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Date:

04/07/2009

Total Attachments: 4

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TRADEMARK PURCHASE AGREEMENT

This TRADEMARK PURCHASE AGREEMENT (this "Agreement") is entered into by and between LITTLE'S GOOD GLOVES, INC. an Arizona corporation whose principal place of business and mailing address is 1110 Shangri-La Drive, PO Box 1966, Sedona, Arizona 86339 (hereinafter "LGG"), PROTECTIVE INDUSTRIAL PRODUCTS, INC. a New York corporation (hereinafter "PIP"), and MARK DZIERSON, individually. This Agreement is effective as of March 1, 2009.

WHEREAS pursuant to the Mud Glove License Agreement dated July 27, 2006 (the "License Agreement") by and between PIP, LGG and Mark Dzierson ("Dzierson"), PIP has the exclusive right to purchase from LGG the name, brand and all marks related to 'Mud' and 'The Mud Glove' ("Mud Glove Marks") upon conclusion of the three year License Agreement;

WHEREAS PIP desires to activate its option to purchase the Mud Glove Marks and mudglove.com domain name (collectively, the "Trademarks" and shown on Schedule I) in advance of the conclusion of the License Agreement in July, commence this purchase effective March 1, 2009, and conclude various financial arrangements between PIP, LGG and Dzierson; and

WHEREAS LGG and Dzierson desire to continue to sell PIP's products bearing the Mud Glove Marks ("Mud Glove Products") and other glove and glove-related products on a separate website, including at the domain www.littlesgoodgloves.com;

NOW, THEREFORE, in consideration of the Recitals above, and for good and valuable consideration as described below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. TRADEMARK ASSIGNMENT.

(a) LGG hereby assigns and grants to PIP, LGG's entire right, title and interest in the MUD GLOVE Trademarks and Domain Name, mudglove.com ("Domain Name"), as shown in Schedule I hereto (collectively, the "Trademarks") along with all associated goodwill in the Mark. LGG further assigns all rights of to sue for any acts of infringement of the Trademarks occurring prior to the date of this Agreement.

(b) LGG and Dzierson will transfer ownership of the MUD GLOVE Trademarks to PIP by April 1, 2009, and the Domain Name to PIP by April 15, 2009. LGG will cooperate in the execution and delivery of any documents that may be reasonably required or desirable to effectuate this transfer of ownership in the Trademarks, including, but not limited to documents and/or filings required or customary under law. Such documents may include instruments required to file, renew, assign, protect, perfect and/or maintain the Trademarks.

II. PAYMENTS.

III. TERMINATION OF EMPLOYMENT.

IV. GENERAL PROVISIONS.

(a) All rights of LGG shall inure to the benefit of its successors, assigns and affiliates and all obligations of PIP shall bind the successors and assigns of PIP.

(b) This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the laws of the State of Arizona without regard to conflicts of law principles. In the event of any dispute between the Parties, LGG and PIP hereby submit to exclusive jurisdiction in the federal and state courts located in the State of Arizona and County of Maricopa for the determination of the dispute.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

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(c) PIP hereby authorizes LGG to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office in order to properly effectuate assignment and recordation of the Trademarks.

This Agreement is made effective and dated as of March 1, 2009.

Little's Good Glove

Mark Dzierson
By: Mark Dzierson
Its: President
Date: 03/20/09


Protective Industrial Products, Inc.

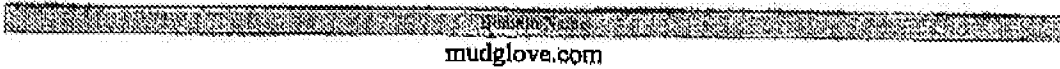
[Signature]
By: Protective America
Its: Secretary
Date: 3/20/09

Mark Dzierson
Mark Dzierson, individually
Date: 03/20/09

SCHEDULE I

TRADEMARKS

Trademark	Status	Serial Number	Filing Date	Registration number	Registration Date
THE MUD GLOVE	Registered	78474428	August 26, 2004	3020344	November 29, 2005
	Registered	74641987	June 23, 1994	1922083	September 26, 1995



mudglove.com