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10-06-2009

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Director of the U. S. Patent and Trademark Office

or the new address(es) below.

50.5.01

**1. Name of conveying party(ies):**

3M COMPANY

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: VISCOLAS, INC.  
Internal Address: \_\_\_\_\_  
Street Address: 8801 Consolidated Drive  
City: Soddy Daisy  
State: Tennessee  
Country: USA Zip: 37379

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Illinois  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 08/27/2009

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 1602287 and 1381207

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

VISCOLAS

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

Name: Mrs. Lynn P. Ashton  
Internal Address: viscolas, Inc.  
Street Address: 8801 Consolidated Drive  
City: Soddy Daisy  
State: Tennessee Zip: 37379  
Phone Number: 423/332-0800  
Fax Number: \_\_\_\_\_  
Email Address: viscolas@comcast.net

**6. Total number of applications and registrations involved:** 2

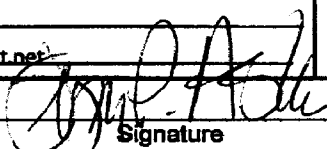
**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 80.00

Authorized to be charged to deposit account  
 Enclosed Refund Ref: 10/05/2009 DRYRNE 0000169002

**8. Payment Information:**

CHECK Refund Total: \$ 15.00

Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**   
Signature \_\_\_\_\_  
Lynn P. Ashton  
Name of Person Signing \_\_\_\_\_

10/05/2009 DRYRNE 00000029 1602287  
09/07/2009  
01 FC:8521 Date  
02 FC:8522

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

TRADEMARK TRANSFER AGREEMENT

This Trademark Transfer Agreement is entered into this 27 day of AUGUST, 2009 (the "Effective Date"), by and between Viscolas, Inc., a corporation organized under the laws of the State of Illinois with a principal place of business at 8801 Consolidated Drive, Soddy Daisy, Tennessee 37379 ("Assignee"), and 3M Company, a corporation organized under the laws of the State of Delaware, with a principal place of business at 3M Center, 2501 Hudson Road, St. Paul, Minnesota 55144 ("Assignor").

WHEREAS, Assignee and Aearo Company I, a wholly-owned subsidiary of Assignor, entered into an Asset Purchase Agreement dated December 20, 1999 (the "Asset Purchase Agreement"), which included a non-exclusive license of the trademark, VISCOLAS, to Assignee for the manufacture, distribution, promotion, advertisement and sale of molded footwear or molded hand protection (anti-vibration or shock) products into the molded footwear or molded hand protection (anti-vibration or shock) market segments (the "Mark");

WHEREAS, Assignee has paid royalties as prescribed by the Asset Purchase Agreement since the date of the Asset Purchase Agreement; and

WHEREAS, Assignor now desires to assign and transfer all right, title and interest in and to the Mark to Assignee.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Assignor and Assignee agree as follows:

1. Assignor shall assign and transfer to Assignee, by means of a duly executed Trademark Assignment document, all right, title and interest in and to the Mark and any registrations thereof in the United States or any other country, territory or jurisdiction, together with the goodwill of the business symbolized by the Mark, subject to the other terms included in this Agreement.

2. As of the Effective Date, Assignor shall make no further use of the Mark anywhere in the world, nor shall Assignor challenge, interfere, solicit, encourage or assist others to challenge or otherwise interfere with Assignee's title, interest, right or use of the Mark for the goods recited above or otherwise recited in the current registrations transferred with in the Trademark Assignment document.
3. Assignor makes no representations or warranties with respect to (a) the validity, status or enforceability of the Mark or any of the registrations transferred and (b) any potential or actual claims, demands or causes of action by third parties with respect to the use, application or registration of the Mark.
4. Assignee agrees to indemnify and hold harmless Assignor with respect to any third party claims, demands and causes of action arising out of or resulting from Assignee's use of the Mark or registration of the Mark.
5. Assignor agrees to cooperate with Assignee, at Assignee's exclusive expense, to provide any additional documentation required to record the assignment of the Mark against any of the registrations transferred. Assignee, as new owner of the Mark and subject registrations, is responsible for recording the ownership change, as may be required under law.
6. No amendment, waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such amendment, waiver or modification is sought to be enforced.
7. Should any provision of this Agreement be held to be void, invalid or inoperative, then such provision and the other related provisions of this Agreement shall be deemed automatically adjusted to conform to the requirements for validity declared at such time and to, as closely as legally permissible, reflect the original intent of the parties. If such provision is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement, as

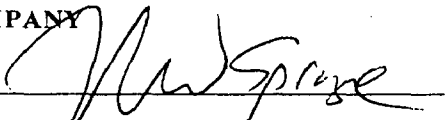
applicable, as though it had never been included herein. In either case, except as set forth above, the remaining provisions of this Agreement shall not be affected.

8. This Agreement shall be governed by the laws of the State of Minnesota, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The parties to this Agreement shall be subject to jurisdiction and venue in the State and Federal Courts of the State of Minnesota.
9. This Agreement has been reviewed by each party hereto or thereto and each party has had access to counsel in connection with this Agreement. Accordingly, this Agreement shall be deemed to be the product of both parties hereto, and no ambiguity shall be construed in favor of or against any party.
10. This Agreement and the Trademark Assignment under Paragraph 1 above may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute single instrument(s).
11. This Agreement constitutes and contains the full, final and entire agreement of the parties and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Transfer Agreement.

3M COMPANY

By:



Date:

August 11, 2009

Name:

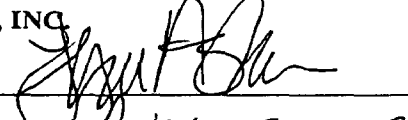
ROBERT W. SPRAGUE

Title:

ASSISTANT SECRETARY

VISCOLAS, INC

By:



Date:

AUGUST 27, 2009

Name:

LYNN ASHTON

Title:

PRESIDENT