

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IRONCLAD PERFORMANCE WEAR CORPORATION		12/07/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	FCC, LLC, a Florida limited liability company doing business as First Capital Western Region, LLC
Street Address:	3520 NW 58th Street
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73112
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3265094	DIAMONDCLAD
Registration Number:	3264927	HEATWORX
Registration Number:	3268266	TAC-OPS
Registration Number:	3361000	GRIPWORX
Registration Number:	3280633	ROCKHANDLER
Registration Number:	3188202	DRI-T
Registration Number:	3276960	ICON
Registration Number:	3063746	BOX HANDLER
Registration Number:	3353295	IRONCLAD
Registration Number:	3033259	COMBO CUFF
Registration Number:	3130793	BULLWHIP LEATHER
Registration Number:	3002951	THERMOTEC
Registration Number:	3018657	RANCHWORX

OP \$1465.00 3265094

Registration Number:	3018656	WORKCREW
Registration Number:	3664711	KONG
Registration Number:	3562816	X
Registration Number:	3515694	CONTOURGRIP
Registration Number:	3459248	RE-FLEXX
Registration Number:	3365275	ENFORCER
Registration Number:	3365274	COWBOY
Registration Number:	3365273	OUTLAW
Registration Number:	3362986	I-VIZ
Registration Number:	3296400	HOTSHIELD
Registration Number:	3300674	MAJORED IN SWEAT, MINORED IN DIRT
Registration Number:	3300660	COWBOY CUFF
Registration Number:	2652607	IRONCLAD
Registration Number:	2686144	DURACLAD
Registration Number:	2705270	I
Registration Number:	2664542	COLD CONDITION
Registration Number:	2664543	EXTREME DUTY
Registration Number:	2522539	I IRONCLAD
Registration Number:	2955463	ROLLTOP
Registration Number:	2983648	CRYOFLEX
Registration Number:	3024112	TUNDRA
Registration Number:	3093559	EDG
Registration Number:	2942623	ADVANCED TOUCH
Registration Number:	2957529	EVOLUTION
Registration Number:	2846194	I BREATHE
Registration Number:	2933689	CARGO BULL
Registration Number:	2846193	MACH 5
Registration Number:	2846192	FUSION FORCE
Registration Number:	2981388	GRIPTec ADVANTAGE
Registration Number:	2929284	GRIPTec STRIKER
Registration Number:	2811490	I
Registration Number:	2940477	FOREMAN
Registration Number:	2709098	AMERICA'S GLOVE COMPANY
Registration Number:	2891572	GRIPTec
Registration Number:	2640998	WRENCHMEN

TRADEMARK

REEL: 004114 FRAME: 0869

Registration Number:	2860655	IRONCLAD
Registration Number:	2522538	IRONCLAD
Registration Number:	2557246	WRENCHWORX
Registration Number:	2446354	ICLAD.COM
Registration Number:	2544062	IRONCLAD
Serial Number:	77652967	WORKBOOTS FOR YOUR HANDS
Serial Number:	77633037	KING OF OIL AND GAS
Serial Number:	77317311	IRONCLAD
Serial Number:	77627015	IRONCLAD
Serial Number:	77804443	SUPERGRIP

CORRESPONDENCE DATA

Fax Number: (212)527-7701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.527.7700
Email: tmdocket@darbylaw.com
Correspondent Name: Paul Fields/Darby & Darby P.C.
Address Line 1: P.O. Box 770, Church Street Station
Address Line 4: New York, NEW YORK 10008-0770

ATTORNEY DOCKET NUMBER:	20790/8204541-000
NAME OF SUBMITTER:	Paul Fields
Signature:	/Paul Fields/
Date:	12/16/2009

Total Attachments: 14
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of Dec. 7, 2009, is made by and among IRONCLAD PERFORMANCE WEAR CORPORATION, a California corporation (the "Client") and FCC, LLC, a Florida limited liability company doing business as First Capital Western Region, LLC (the "Factor").

Recitals

Client and Factor are parties to a Factoring and Inventory Advances and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Factoring Agreement") setting forth the terms on which Factor may now or hereafter extend credit to or for the account of Client.

As a condition to extending credit to or for the account of Client, Factor has required the execution and delivery of this Agreement by Client.

ACCORDINGLY, in consideration of the mutual covenants contained in the Factoring Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Factoring Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

"Control" means, with respect to any Person, the possession, directly or indirectly, of the affirmative power to direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, partnership interests or other ownership interests, by contract, by membership or involvement in the board of directors or other management structure of such Person, or otherwise.

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Factoring Document (as defined in the Factoring Agreement) which Client may now or at any time hereafter owe to Factor, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Factoring Agreement).

"Patents" means all of Client's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses

thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

“Permitted Liens” shall mean mortgages, deeds of trust, pledges, liens, security interests or other charges or encumbrances:

- (i) for taxes, assessments or governmental charges or levies on property of the Client or subsidiary if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings;
- (ii) imposed by law, such as carriers’, warehousemen’s, mechanics’, materialmen’s liens and other similar liens arising in the ordinary course of business;
- (iii) arising out of pledges or deposits under workers’ compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation;
- (iv) arising from any litigation or proceeding which is being contested in good faith by appropriate proceedings, provided, however, that no execution or levy has been made; and
- (v) liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by liens of the type described in clauses (i) through (iv) above, provided that any extension, renewal or replacement lien shall be limited to the property encumbered by the existing lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Client’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Client hereby irrevocably pledges and assigns to, and grants Factor a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Factoring Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Client. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any

trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Client represents, warrants and agrees as follows:

(a) **Patents. Exhibit A** accurately lists all Patents owned or controlled by the Client as of the date hereof, or to which the Client has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Client owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Client shall within 30 days provide written notice to Factor with a replacement **Exhibit A**, which upon acceptance by Factor shall become part of this Agreement.

(b) **Trademarks. Exhibit B** accurately lists all Trademarks owned or controlled by the Client as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Client's or any Affiliate's business(es). If after the date hereof, Client owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the Client's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Client shall promptly provide written notice to Factor with a replacement **Exhibit B**, which upon acceptance by Factor shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate of the Client owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Client, constitute Patents or Trademarks. If after the date hereof any Affiliate of the Client owns, controls, or has a right to have assigned to it any such items, then Client shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Client; or (ii) notify Factor of such item(s) and cause such Affiliate to execute and deliver to Factor a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Client identified as the owner of each Patent and Trademark on **Exhibits A** and **B** has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. The Client (i) will have, at the time such Client acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Client will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Factor's prior written consent.

(g) **Defense.** Client will, to the extent it is reasonably advisable in its business, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Client will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Client covenant that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Factor: (i) sufficient written notice, of at least 30 days, to allow Factor to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. Notwithstanding any of the foregoing, Client shall not be under any obligation to pay such maintenance fee or annuity on a Patent or Trademark which is utilized in a product that has not been sold in the last three years.

(i) **Factor's Right to Take Action.** If Client fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Factor gives Client written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Client notifies Factor that they intend to abandon a Patent or Trademark, Factor may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Client (or, at Factor's option, in Factor's own name) and may (but need not) take any and all other actions which Factor may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Client shall pay Factor on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Factor in connection with or as a result of Factor's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Factor at the default rate of interest provided for in the Factoring Agreement.

(k) **Power of Attorney.** To facilitate Factor's taking action under subsection (i) and exercising its rights under Section 6, Client hereby irrevocably appoints (which

appointment is coupled with an interest) Factor, or its delegate, as the attorney-in-fact of such Client with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Client, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Client under this Section 3, or, necessary for Factor, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Client hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Factoring Agreement as provided therein and the payment and performance of all Obligations.

4. Client's Use of the Patents and Trademarks. Client shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Factoring Agreement, shall occur; or (b) Client shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, Factor may, at its option, take any or all of the following actions:

(a) Factor may exercise any or all remedies available under the Factoring Agreement.

(b) Factor may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Factor may enforce the Patents and Trademarks and any licenses thereunder, and if Factor shall commence any suit for such enforcement, Client shall, at the request of Factor, do any and all lawful acts and execute any and all proper documents required by Factor in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Factor. A waiver signed by Factor shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Factor's rights or remedies. All rights and remedies of Factor shall be cumulative and may be exercised singularly or concurrently, at Factor's option, and the exercise

or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Client under this Agreement shall be given in the manner and with the effect provided in the Factoring Agreement. Factor shall not be obligated to preserve any rights the Client may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Client and Factor and their respective participants, successors and assigns and shall take effect when signed by Client and delivered to Factor, and each Client waives notice of Factor's acceptance hereof. Factor may execute this Agreement if appropriate for the purpose of filing, but the failure of Factor to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Client shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

IRONCLAD PERFORMANCE WEAR CORPORATION

By: [Signature]
Scott Jarus, Chief Executive Officer

FCC, LLC, d/b/a FIRST CAPITAL WESTERN REGION, LLC

By: [Signature]
Name: David P Scheer
Title: SVP

STATE OF CA)
) SS:
COUNTY OF Los Angeles)

On Dec. 2, 2009 before me, Pam Betraun, Notary Public, personally appeared Scott Jarus, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Signature of Notary)

(Seal of Notary)



EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
E. M. Jaeger, "Glove Palm Pattern"	D514,771	February 14, 2006
E. A. Jaeger, E. M. Jaeger (revised), "Glove having molded rubber palm pattern with a portion that rolls over fingertips"	7,100,212	September 5, 2006
E. M. Jaeger, "Glove Palm Pattern"	D536,837	February 13, 2007
E. M. Jaeger, E. A. Jaeger, "Glove construction wherein palm material rolls over fingertip"	7,287,285	October 30, 2007
E. M. Jaeger, "Glove Palm Pattern"	D568,003	April 29, 2008

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
E. M. Jaeger, "Glove having heat resistant silicone molded palm piece with protrusions extending therefrom"	20080201823	February 27, 2007
E. M. Jaeger, M. Kim, "Fabric with improved heat resistance and methods of making same"	20080242176	March 30, 2007
E. M. Jaeger, "Glove for use in the oil and natural gas extraction industries"	(unassigned)	September 19, 2008
E. M. Jaeger, "Glove Palm Pattern"	(unassigned)	September 18, 2009

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

FOREIGN PATENT APPLICATIONS

KONG	77479566	3664711
X	77438407	3562816
CONTOURGRIP	77418178	3515694
RE-FLEXX	77975445	3459248
ENFORCER	77168560	3365275
COWBOY	77168553	3365274
OUTLAW	77168544	3365273
I-VIZ	77057632	3362986
HOTSHIELD	77038094	3296400
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COWBOY CUFF	7700058	3300660
IRONCLAD	76250499	2652607
DURACLAD	76391250	2686144
I	76250498	2705270
COLD CONDITION	76328048	2664542
EXTREEM DUTY	75328049	2664543
I IRONCLAD	76249996	2522539

ROLLTOP	76555231	2955463
CRYOFLEX	76526941	2983648
TUNDRA	76526933	3024112
EDG	76484798	3093559
ADVANCED TOUCH	76484796	2942623
EVOLUTION	76484795	2957529
I BREATHE	76484794	2846194
CARGO BULL	76484792	2933689
MACH 5	76484791	2846193
FUSION FORCE	76484790	2846192
GRIPTEC ADVANTAGE	76439824	2981388
GRIPTEC STRIKER	76439823	2929284
I	76435438	2811490
FOREMAN	76426562	2940477
AMERICA'S GLOVE COMPANY	76412913	2709098
GRIPTEC	76328174	2891572
WRENCHMEN	75317543	2640998
IRONCLAD	76250375	2860655
IRONCLAD	76249995	2522538
WRENCHWORX	76092903	2557246
ICLAD.COM	76016395	2446354
IRONCLAD	76015942	2544062

PENDING APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Date</u>
<u>WORKBOOTS FOR YOUR HANDS</u>	<u>77652967</u>	
<u>KING OF OIL AND GAS</u>	<u>77633037</u>	
<u>IRONCLAD</u>	<u>77317311</u>	
<u>IRONCLAD</u>	<u>77627015</u>	
<u>SUPERGRIP</u>	<u>77804443</u>	

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

10 registered international trademarks

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
<u>Ironclad</u>		<u>European Union</u>
<u>Ironclad</u>		<u>Australia</u>
<u>Ironclad</u>		<u>Japan</u>
<u>Ironclad</u>		<u>Korea</u>
<u>Ironclad</u>		<u>Canada</u>
<u>I logo</u>		<u>European Union</u>
<u>I logo</u>		<u>Australia</u>
<u>I logo</u>		<u>Japan</u>
<u>I logo</u>		<u>Korea</u>
<u>I logo</u>		<u>Canada</u>

PENDING APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Country</u>
<u>KONG</u>		<u>European Union</u>
<u>KONG</u>		<u>Australia</u>
<u>KONG</u>		<u>Canada</u>

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

ALSO OWNS 7 COPYRIGHT MARKS