

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
Becker Glove International, Inc.		04/27/2011	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	BGI Acquisition, LLC		
Street Address:	4240 Rider Trail North		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2564601	BEC-TECH	
Registration Number:	2367011	GRAND SIERRA	
Registration Number:	3115257	KOZY KNITS BY GRAND SIERRA	
Registration Number:	3146691	KOZY KIDS BY GRAND SIERRA	
CORRESPONDENCE DATA			
Fax Number:	(615)742-0410		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer		
Address Line 1:	150 3rd Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	117100-115		
NAME OF SUBMITTER:	Robert L. Brewer		

CH \$115.00 2564601

Signature:	/Robert L. Brewer/
Date:	05/02/2011
Total Attachments: 6 source=Becker Glove Assignment#page1.tif source=Becker Glove Assignment#page2.tif source=Becker Glove Assignment#page3.tif source=Becker Glove Assignment#page4.tif source=Becker Glove Assignment#page5.tif source=Becker Glove Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into as of April 27, 2011, by and among Becker Glove International, Inc. and Becker Asia Company, L.L.C. (collectively, "Assignor"), and BGI Acquisition, LLC ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee acquired all intellectual property rights to the Purchased Intellectual Property, including, without limitation, all applications and registrations for Assignor's: (a) Patents; (b) Marks, including, without limitation, the trademark registrations identified on Schedule 1 attached hereto and incorporated herein by reference; (c) domain names, including without limitation, the domain name(s) identified on Schedule 2 attached hereto and incorporated herein by reference; and (d) Copyrights (collectively, the "Intellectual Property"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Asset Purchase Agreement and for the purposes of assigning and evidencing the assignment of the Intellectual Property and all goodwill related to or symbolized by such Intellectual Property from Assignor to Assignee.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all rights, titles, and interests in and to the Intellectual Property, throughout the world, together with the goodwill of the business symbolized by the Intellectual Property, including, without limitation, any and all causes of action and other rights assertable under the Intellectual Property, the right to sue third parties for infringement of or improper activities regarding the Intellectual Property, and the right to enjoy all of the monetary benefits obtained as a result of any exploitation thereof or litigation related thereto, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. This Assignment is absolute, exclusive and irrevocable.

3. Further Assurances. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by Assignee to evidence this Assignment with applicable registrars and/or government agencies. Assignor further covenants that Assignor will, upon the Assignee's reasonable request and without further consideration, promptly provide to Assignee all pertinent facts, documents and specimens

relating to the Intellectual Property and all legal equivalents as may be known or accessible to Assignor.

4. No Additional Representations and Warranties; Terms of the Asset Purchase Agreement. This Assignment is made without any representations and warranties other than those representations and warranties set forth in the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference. Assignor hereby acknowledges and agrees that the representations, warranties, covenants, and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

5. Governing Law. This Agreement, and any claims that arise out of or result from this Agreement, shall be governed by and construed in accordance with the Laws of the State of Missouri without regard to any conflicts of laws principles that would require the application of any other Law.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

7. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLERS:

BECKER GLOVE INTERNATIONAL, INC.

By: 

Name: Alan Kaplan

Title: President

BUYER:

BGI ACQUISITION, LLC

By: _____

Name: Mark E. Isaacs

Title: Vice President and Secretary

BECKER ASIA COMPANY, L.L.C.

By: 

Name: Alan Kaplan

Title: Authorized Representative

[Signature Page to Assignment of Marks]

TRADEMARK
REEL: 004532 FRAME: 0515

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

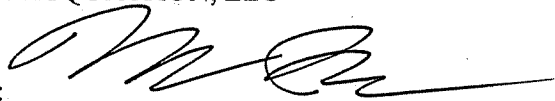
SELLERS:

BECKER GLOVE INTERNATIONAL, INC.

By: _____
Name: Alan Kaplan
Title: President

BUYER:

BGI ACQUISITION, LLC

By: 
Name: Mark E. Isaacs
Title: Vice President and Secretary

BECKER ASIA COMPANY, L.L.C.

By: _____
Name: Alan Kaplan
Title: Authorized Representative

[Signature Page to Assignment of Marks]

SCHEDULE 1

REGISTERED TRADEMARKS

Trademark / Jurisdiction / Class / Services	Status	Application Number Registration Number	Filing Date Registration Date
BEC-TECH Country: United States Classes: 25 Services: clothing, namely head wear, head bands, gloves, ski gloves, mittens and scarves.	Registered	76/197355 2564601	1/22/2001 4/23/2002
GRAND SIERRA Country: United States Classes: 25 Services: clothing, namely head wear, gloves and mittens and scarves.	Registered	75/533278 2367011	8/10/1998 7/11/2000
KOZY KNITS BY GRAND SIERRA Country: United States Classes: 25 Services: clothing, namely head wear, gloves, mittens, socks and scarves.	Registered	78/527449 3115257	12/6/2004 7/11/2006
KOZY KIDS BY GRAND SIERRA Country: United States Classes: 25 Services: clothing, namely head wear, gloves, mittens, socks and scarves.	Registered	78/527456 3146691	12/6/2004 9/19/2006

[Schedule 1 to Assignment of Marks]

SCHEDULE 2
DOMAIN NAMES

DOMAIN NAME	EXPIRATION DATE	REGISTRAR
beckerglove.com	July 19, 2012	Godaddy.com

9418156.6

[Schedule 2 to Assignment of Marks]