

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Mine Safety Appliances Company
1000 Cranberry Woods Drive
Cranberry Township, PA 16066

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) Pennsylvania

Execution Date(s) October 14, 2011

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: Protective Products Enterprises, Inc.

Internal
Address: _____

Street Address: 1649 Northwest 136th Avenue

City: Sunrise

State: FL

Country: USA

Zip: 33323

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☒ Corporation Citizenship Delaware

☐ 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)

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

A. Trademark Application No.(s) See Exhibit A Attached

B. Trademark Registration No.(s) See Exhibit A Attached

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-982-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card

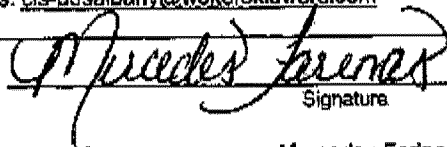
Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:



Signature

Mercedes Farinas

Name of Person Signing

10/17/11
Date

Total number of pages including cover sheet, attachments, and document. 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6985, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Exhibit A

United States Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PARACLETE	US	2,746,101	August 5, 2003
FORCEFIELD	US	3,265,874	July 17, 2007
ARMOR-LATCH	US	3,455,267	June 24, 2008
FIT FOR DUTY	US	3,521,584	October 21, 2008
TEMPLAR	US	3,824,695	July 27, 2010

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, is made the 14th of October, 2011 (the "Effective Date"), between MINE SAFETY APPLIANCES COMPANY (the "Assignor"), a Pennsylvania corporation having its principal offices at 1000 Cranberry Woods Drive, Cranberry Township, PA 16066 and PROTECTIVE PRODUCTS ENTERPRISES, INC., (the "Assignee"), a Delaware corporation having its principal offices at 1649 Northwest 136th Avenue, Sunrise, Florida 33323.

WHEREAS, Assignor has adopted, used and is using and is the owner of the US Trademark Registrations in Exhibit A attached hereto, together with the goodwill of the business associated therewith (hereinafter "Trademarks"):

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Trademarks;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Trademarks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for

the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

3. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

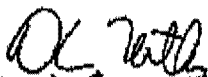
4. Assignor hereby covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Trademarks and the registrations thereof, as may be known and accessible to Assignor, and that Assignor will testify as to the same in any opposition, cancellation, litigation or proceeding relating thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce the Trademarks and the registration thereof, which may be necessary or desirable to carry out the purposes or enjoyment thereof. Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to more fully and effectively effectuate the purposes of this Assignment.

5. Assignor hereby covenants that it has not done and will not do any act, matter or thing whereby the Trademarks or any registrations thereof, may be invalidated.

6. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the
Effective Date

ASSIGNOR
MINE SAFETY APPLIANCES COMPANY



Name: Dennis L. Zeitler
Title: Senior Vice President, Chief Financial Officer and Treasurer

ASSIGNEE
PROTECTIVE PRODUCTS ENTERPRISES, INC



Name: Michael Kilbane
Title: CEO, President and Secretary

[Trademark Assignment Signature Page]