## 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
Shelby Group International, Inc.		12/22/2011	CORPORATION: TENNESSEE

## RECEIVING PARTY DATA

Name:	RBS Business Captial, as Agent		
Street Address:	100 Galleria Parkway		
Internal Address:	Suite 1100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Association: UNITED STATES		

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85206562	СНЕЕТАН
Registration Number:	2248643	
Registration Number:	3726622	FORCE FLEX
Serial Number:	77957451	G-BLOC
Serial Number:	77772579	HELLION
Registration Number:	3723616	INERTIA
Registration Number:	3999577	JUST TRY TO OUTWORK US
Registration Number:	3321997	
Registration Number:	3710397	MAX-LITE
Registration Number:	3999558	MCR SAFETY
Serial Number:	85382556	MEMPHIS COLOR FUSION
Registration Number:	3858298	MEMPHIS HARBOR MASTER
Registration Number:	3862061	NITRI SHIELD STEALTH
		TRADEMARK

**REEL: 004707 FRAME: 0950** 

l.		
Registration Number:	3659271	PLASMA
Registration Number:	1560685	CREWS
Registration Number:	1546181	ENGINEER
Registration Number:	1549948	FOREMAN
Registration Number:	1531817	INNOVATOR
Registration Number:	3967283	RATTLER
Registration Number:	2139634	RATTLER

### **CORRESPONDENCE DATA**

 Fax Number:
 (404)522-8409

 Phone:
 404-420-4336

 Email:
 Irb@phrd.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Lauren Brown

Address Line 1: 285 Peachtree Center Ave NE
Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	4303.12
NAME OF SUBMITTER:	Lauren Brown
Signature:	/lrb/
Date:	01/31/2012

#### Total Attachments: 10

source=20120131115949584#page1.tif source=20120131115949584#page2.tif source=20120131115949584#page3.tif source=20120131115949584#page4.tif source=20120131115949584#page5.tif source=20120131115949584#page6.tif source=20120131115949584#page7.tif source=20120131115949584#page8.tif source=20120131115949584#page9.tif source=20120131115949584#page10.tif

#### AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 22<sup>nd</sup> day of December, 2011, between RBS CITIZENS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc., a subsidiary of RBS Citizens, N.A., f/k/a Citizens Leasing Corporation through its division Citizens Business Credit, a corporation organized under the laws of the State of New York ("RBS"), as agent ("Agent") for the financial institutions party to the Loan Agreement (as defined below) from time to time as lenders (collectively, "Lenders"), with an address at 100 Galleria Parkway, Suite 1100, Atlanta, Georgia 30339, and SHELBY GROUP INTERNATIONAL, INC., a Tennessee corporation having its principal place of business at 5321 East Shelby Drive, Memphis, Tennessee 38118 (the "Company").

#### Recitals:

Pursuant to a certain Amended and Restated Loan and Security Agreement dated December 23, 2008 (as at any time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Loan Agreement"), RBS, as sole Lender, agreed to make loans to and extend other financial accommodations to or for the benefit of Company. In connection with the Existing Loan Agreement, Company entered into that certain Trademark Security Agreement dated December 23, 2008 in favor of RBS, as sole Lender (as at any time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Security Agreement").

Company, Agent and Lenders have now entered into that certain Second Amended and Restated Loan and Security Agreement dated the date hereof (as at any time amended, modified, restated or supplemented, the "Loan Agreement"), which Loan Agreement amends and restates the Existing Loan Agreement.

Agent and Lenders are willing to enter into the Loan Agreement and to make loans and other financial accommodations to Company from time to time pursuant to the terms thereof, provided that Company executes this Agreement, which amends and restates the Existing Trademark Security Agreement in its entirety.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

- 1. Each capitalized term used herein (including each such term used in the Recitals hereto), unless otherwise defined, shall have the meaning ascribed to such term in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Loan Documents as provided in the Loan Agreement; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Tennessee.
- 2. Company hereby confirms the grant and pledge, under the Existing Trademark Security Agreement, of a continuing security interest in and Lien upon the Trademark Collateral (as defined in the Existing Trademark Security Agreement) to secure the Obligations (as defined in the Existing Loan Agreement), and to secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Agent, for the benefit of Lenders, a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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- (a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");
- (b) the goodwill of Company's business connected with and symbolized by the Trademarks; and
  - (c) all proceeds of the foregoing.
- 3. Company represents and warrants to Agent that:
- (a) Except with respect to those Trademarks reflected on Exhibit A as inactive or abandoned, each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;
- (b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;
- (d) Company has the unqualified right to enter into this Agreement and perform its terms;
- (e) Except with respect to those Trademarks reflected on Exhibit A as inactive or abandoned, each of the Trademarks is valid and enforceable; and
- (f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.
- 4. Company covenants and agrees with Agent that:
- (a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;
- (b) Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and
- (c) Except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material

Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

- 5. Company hereby grants to Agent, and its employees and agents, the visitation, audit, and inspection rights with respect to Company and the Collateral as set forth in the Loan Agreement.
- 6. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.
- 7. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing.
- 8. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.
- At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, and without advertisement (except as otherwise provided by Applicable Law), collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time any of the Trademark Collateral, or any interest which Company may have therein. Company hereby agrees that ten (10) days notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.
- 10. Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the

Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

- 11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving any Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Agent that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by Company to Agent on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable to Tranche A Revolving Loans.
- 12. If Company learns of any material infringement to any of the Trademarks, Company shall notify Agent in writing thereof. Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of a Default or Event of Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the prior written consent of Agent, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.
- 13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name for its benefit and the benefit of Lenders to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Trademarks or any license hereunder, in either of which events Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement or defense and Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 13.
- 14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in Company's name or in Agent's name, in Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's and each Lender's interest therein pursuant to this Agreement.

- 15. No course of dealing between Company and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.
- 17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.
- 19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors of Agent, the successors and assigns of each Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Agent.
  - 20. Company hereby waives notice of Agent's acceptance hereof.
- 21. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be held to be prohibited or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement shall be governed by, construed under, and enforced in accordance with, the internal laws of the State of Tennessee.
- 22. COMPANY HEREBY WAIVES: NOTICE OF ACCEPTANCE OF THIS AGREEMENT; NOTICE OF EXTENSIONS OF CREDIT, LOANS, ADVANCES OR OTHER FINANCIAL ASSISTANCE BY AGENT OR ANY LENDER TO ANY PARTY TO THE LOAN AGREEMENT; THE RIGHT TO TRIAL BY JURY (WHICH AGENT ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM CONCERNING THIS AGREEMENT; PRESENTMENT AND DEMAND FOR PAYMENT OF ANY OF THE SECURED OBLIGATIONS; PROTEST AND NOTICE OF DISHONOR OR DEFAULT WITH RESPECT TO ANY OF THE OBLIGATIONS; AND ALL OTHER NOTICES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED EXCEPT AS HEREIN OTHERWISE EXPRESSLY PROVIDED.
- 23. This Agreement amends and restates the Existing Trademark Security Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Security Agreement are hereby renewed, amended and restated in their entirety according to the terms and provisions set forth herein. This Agreement does not constitute, nor shall it result in, a waiver of or release, discharge or forgiveness of any amount payable pursuant to the Existing Trademark Security

Agreement or any indebtedness, liabilities or obligations of Company thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement. Notwithstanding any prior, temporary mutual disregard of the terms of any of the Existing Trademark Security Agreement, Company hereby agrees that it shall be required strictly to comply with all of the terms of this Agreement on and after the date hereof. This Agreement does not extinguish the indebtedness or liabilities outstanding in connection with the Existing Trademark Security Agreement, nor does it constitute a novation with respect thereto. All security interests, pledges, assignments and other Liens previously granted by Company pursuant to the Existing Trademark Security Agreement are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Obligations except as modified by the provisions hereof.

[Remainder of page intentionally left blank; signatures commence on following page.]

WITNESS the execution hereof as of the day and year first above written.

**COMPANY:** 

ATTEST:

SHELBY GROUP

GROUP INTERNATIONAL, INC.

By:

Hilliard R. Crews, Jr., Chairman of the Board and President

[Signatures continued on following page.]

Accepted:

**AGENT**:

RBS CITIZENS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc., a subsidiary of RBS Citizens, N.A., as Agent

Name: Patrick

Title: Senior Vice

Amended and Restated Trademark Security Agreement (Shelby)

## **EXHIBIT A**

# <u>Trademarks and Trademark Applications</u>

	<del></del>	T	<del></del>	T	;	<u> </u>	
	Country of					Registration	
Registered TradeNames - United States	Registration	Division	Class	Goods	Reg#	Date	Renewal Date
Artic Jack (and design)	∪s	Shelby Group	25 Int	Gloves	2100397	9/23/1997	9/23/2017
Barbwire	US	Shelby Group	09 Int	Eyewear	Suspended		
Bear Kat	us	Shelby Group	25 Int	Gloves	1836875	5/17/1994	5/17/2014
Big Jake	US	Shelby Group	25 Int	Gloves	1446570	7/7/1987	7/7/2017
Black Jack	US	Shelby Group	25 int	Gloves	1940313	12/12/1995	12/12/2015
Blue Beast	US	Shelby Group	25 Int	Gloves	1483140	4/5/1988	4/5/2018
Blue Coat	US	Shelby Group	25 int	Gloves	2672912	1/7/2003	1/7/2013
Blue Grit	us	Sheiby Group	09 Int	Gloves	1560638	10/17/1989	10/17/2019
Bronco	US	Shelby Group	25 int	Gloves	1446571	7/7/1987	7/7/2017
Bull's Eye	US	Shelby Group	25 Int., 39 Int	Gloves	200394	6/30/1925	6/30/2015
Cheetah	US	Sheiby Group	09 Int	Gloves	85/206562		
Dallas	US	Shelby Group	09 Int	Eyewear	3489965	8/19/2008	8/19/2014
Duoprene	us	Shelby Group	25 Int	Gioves	2498635	10/16/2001	10/16/2011
FDP	US	Specialty	25 Int	Gloves	2961346	6/7/2005	8/7/2015
Firewall	us	Specialty	09 Int	Gloves	1514425	11/29/1988	11/29/2018
Flex-Tuff	US	Shelby Group	09 Int	Gloves	2358956	6/20/2000	6/20/2020
Farce Flex	us	Shelby Group	25 Int	Gioves	3726622	12/15/2009	12/15/2014
G-Bloc	US	Specialty	25 int	Gloves	77957451	3/16/2010	
Hellion	US	Shelby Group	09 Int	Eyewear	77772579	7/1/2009	
HexAmor		Performance F.	abrics				
Honey Grip	US	Shelby Group	25 int	Gloves	1400390	11/24/1997	11/24/2017
Inertia	us	Shelby Group	09 Int	Eyewear	3723616	12/8/2009	12/8/2014
Just Try to Outwork us	US	Shelby Group	09 Int	All Product	3999577	7/19/2011	7/19/2017
Kodiak	US	Shelby Group	D9 Int	Gioves	1483141	4/5/1988	4/5/2018
Law	US	Shelby Group	09 Int	Eyewear	3437008	5/27/2008	5/27/2014
Line Drawing of fire retardant glove	us	Specialty	09 Int	Gloves	3321997	10/23/2007	10/23/2013
Maxiite	us	Shelby Group	09 Int	Boots	3710397	11/10/2009	11/10/2014
MCR Safety and Design	us	Shelby Group	09 Int	Ati	3999568	7/19/2011	7/18/2017
Memphis Color Fusion	us	Shelby Group	21 Int	Gloves	85382556		
Memphis Harbor Master	US	Shelby Group	09 Int	Gloves	3858298	10/5/2010	10/5/2016
Next Generation of Hand Protection, The	US	Shelby Group		Gloves	On Hold		
Ninia		Midas Safety					
Nitrishield	us	Shelby Group	26 Int	Gloves	2302438	12/21/1999	12/21/2019
Nitrishield (and design)	US	Shelby Group	25 Int	Gloves	2312213	1/25/2000	1/25/2020
Nitrishield Steath	us	Shelby Group	09 Int	Gloves	3862061	10/12/2010	10/12/2016
PGX1	US	Shelby Group	<u>†</u>	Eyewear	On Hold		
Plasma	US	Shelby Group	D9 Int	Eyewear	3659271	7/21/2009	7/21/2015
Predaknit	us	Shelby Group	25 int	Gloves	2457728	6/5/2001	8/5/2021

				1		Registration	
TradeName	Country	Division	Class	Goods	Reg #	Date	Renewal Date
Advantage	บร	Shelby Group	09 Int	Eyewear	1879139	2/14/1995	9/30/2015
Bear Kat	บร	Shelby Group	09 Int	Eyewear	2944390	4/26/2005	4/26/2015
BlackJack	us	Shelby Group	09 int	Eyewear	2418001	1/2/2001	1/2/2021
Checkmate	US	Shelby Group	09 Int	Eyewear	2727584	6/17/2003	6/17/2013
Contractor	us	Shelby Group	09 Int	Eyewear	1829790	4/5/1994	4/5/2014
Crews	US	Shelby Group	09 int	Eyewear	1580685	10/17/1989	10/17/2019
Crews Logo	US	Shelby Group	09 int. 20 Int	Eyewear	2248643	6/1/1999	8/1/2019
Desperado	US	Shelby Group	09 Int	Eyewear	2887313	9/21/2004	9/21/2014
Deuce	US	Shelby Group	09 int	Eyewear	2488050	9/11/2001	9/11/2011
DLX	us	Shelby Group	09 int	Eyewear	1901155	6/20/1995	6/20/2015
Duramass	US	Shelby Group	09 Int	Eyewear	2316905	2/8/2000	2/8/2020
Duramass AF4	us	Shelby Group	09 Int	Eyewear	2394014	10/10/2008	10/10/2020
Engineer	us	Shelby Group	09 int	Eyewear	1546181	7/4/1989	7/4/2019
Excalibur	US	Shelby Group	09 int	Eyewear	2036171	2/4/1997	2/4/2017
Foreman	US	Shelby Group	09 Int	Eyewear	1549948	8/1/1989	8/1/2019
Frostbite	US	Shelby Group	O9 Int	Eyewear	2057878	4/29/1997	4/29/2017
Hombre	US	Shelby Group	09 Int	Eyewear	2897845	10/26/2004	10/28/2014
Innovator	US	Shelby Group	09 Int	Eyewear	1531817	3/28/1989	3/28/2019
Klondike	US	Shelby Group	09 Int	Eyewear	2902031	11/9/2004	11/9/2014
MCR Safety	US	Shelby Group	09 Int		3071807	3/21/2008	3/21/2012
MCR Safety Logo (Flag)	บร	Shelby Group	09 Int		3130582	8/15/2006	8/15/2012
Prodigy	US	Shelby Group	09 Int	Eyewear	1917188	9/5/1995	9/5/2015
Rattler	US	Shelby Group	09 Int	Eyewear	3987283	5/24/2011	5/24/2017
RT2	us	Shelby Group	09 Int	Eyewear	2406842	11/21/2000	11/21/2020
Rubicon	US	Shelby Group	09 Int	Eyewear	3101123	6/6/2006	8/8/2012
RX Option	US	Shelby Group	09 int	Eyewear	2131417	1/20/1998	1/20/2018
SLX	US	Shelby Group	09 int	Eyewear	1879140	2/14/1995	2/14/2015
Snakeskins	US	Shelby Group	09 Int	Eyewear	2098160	8/12/1997	8/12/2017
Storm	US	Shelby Group	Q9 Int	Eyewear	2152759	4/21/1998	4/21/2018
Stratos	US	Shelby Group	09 Int	Eyewear	2559100	4/9/2002	4/9/2012
Tacoma	US	Shelby Group	09 Int	Eyewear	2249861	6/1/1999	8/1/2019
Tahoe	US	Shelby Group	OS int	Eyewear	2039507	2/18/1997	2/18/2017
Tomahawk	us	Shelby Group	09 Int	Eyewear	2570081	5/14/2002	5/14/2012
Tremor	us	Shelby Group	09 Int	Eyewear	2607785	8/13/2002	8/13/2012
Triwear	US	Shelby Group	09 Int	Eyewear	2724864	6/10/2003	6/10/2013
Verdict	us	Shelby Group	Q9 Int	Eyewear	2019571	11/28/1998	11/26/2016
We Never Lose Sight of Safety	US	Shelby Group	09 int	Eyewear	2660201	12/10/2002	12/10/2012
Yukon	US	Shelby Group	09 Int	Eyewear	1881338	2/28/1995	2/28/2015
ZX	បន	Shelby Group	09 Int	Eyewear	2528333	1/8/2002	1/8/2012
The state of the s		1					

Crews	Ecuador	Crews, Inc	DØ Int	Eyewear	13382-01	5/15/2001	5/15/2011
Crews	Chile	Crews, Inc	09 Int	Eyewear	683, 161		
Crews	Taiwan	Crews, Inc		Eyewear	732151		
Crews Collegiate Collection	บร	Crews, Inc	09 Int	Eyewear	2583357	6/18/2002	6/18/2008
Crews Medailion Collection	บธ	Crews, Inc	09 Int	Eyewear	2801400	12/30/2003	12/30/2009
Flash-Pro	บร	Crews, Inc	09 Int	Eyewear	2450387	5/15/2001	5/15/2007
Rattler	US	Crews, Inc	08 int	Eyewear	2139834	2/24/1998	1/8/2010
Shiloh	us	Crews, Inc	09 int	Eyewear	2120171	12/9/1997	
Stratos	Peru	Crews, Inc		Eyewear	77357		12/21/2011
Tomahawk	Peru	Crews, Inc	QQ Int	Eyewear	77356	12/21/2001	12/21/2011
Tomahawk	?	Crews, Inc	09 int	Eyewear	670.43		
Verdict	Peru	Crews, Inc	09 int	Eyewear	77355	12/21/2001	12/21/2011
Vision Master	us	Clear-View, Inc	09 Int	Eyewear	1566860	11/21/1989	

TRADEMARK REEL: 004707 FRAME: 0961

**RECORDED: 01/31/2012**