

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
SAS Safety Corporation		12/23/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SAS Safety Corporation
Street Address:	One City Place Drive, Suite 200
City:	Creve Coeur
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3633278	BANDIT
Serial Number:	85766836	BONEZ
Serial Number:	85766829	BREATHE-MATE
Registration Number:	2261525	DERMA-LITE
Serial Number:	76576548	DERMA-MAX
Registration Number:	3046608	DERMA-PRO
Serial Number:	85766846	DERMA-TUFF
Registration Number:	3297453	DYNA GRIP
Registration Number:	3944167	FLU SHIELD
Registration Number:	4008262	FLUSHIELD
Registration Number:	3286216	GEN-NEX
Serial Number:	86110547	GLOGGLES
Registration Number:	3222896	GTR
Registration Number:	3947972	LED INSPECTORS

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Registration Number:	4155364	LIGHTCRAFTERS
Registration Number:	3334934	PAWZ
Registration Number:	3307050	PURE AIR 2000
Registration Number:	3744710	RAVEN
Registration Number:	4254143	SAS
Serial Number:	77868614	SAS
Registration Number:	3409167	SIDEWINDERS
Registration Number:	2072584	THICKSTER
Registration Number:	3279789	VALUE-TOUCH
Registration Number:	1855646	WHEN PROTECTION COUNTS
Serial Number:	77961993	SAS SAFETY CORP. WHEN PROTECTION COUNTS

CORRESPONDENCE DATA

Fax Number: 3144801505
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 314-480-1500
Email: Nicole.Anderson@huschblackwell.com
Correspondent Name: Arkadia DeLay Olson
Address Line 1: Husch Blackwell LLP
Address Line 2: 190 Carondelet Plaza, Suite 600
Address Line 4: ST. LOUIS, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	706584.683
NAME OF SUBMITTER:	Arkadia DeLay Olson
Signature:	/Arkadia DeLay Olson/
Date:	01/10/2014

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this 23rd day of December, 2013, by and between S A S Safety Corp., a California corporation ("Assignor"), which also filed trademark applications under the designations "S.A.S. Safety Corporation" and "SAS Safety Corporation," and SAS Safety Corporation, a Virginia corporation ("Assignee"). Each of Assignor and Assignee is sometimes referred to herein as a "Party," and together they are referred to as the "Parties."

RECITALS:

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which Assignee has agreed, among other things, to purchase certain assets of Assignor.

B. Assignor owns the rights, title and interest to the trademarks set forth in Exhibit A attached hereto (hereinafter such trademarks shall be referred to as the "Trademarks").

C. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all right, title and interest of Assignor in and to the Trademarks.

AGREEMENT:

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment of the Trademarks. Assignor hereby assigns and transfers unto Assignee the entire right, title and interest of Assignor in and to the Trademarks and all registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof.

2. Further Assurances. Assignor shall (and shall cause any Person under its control to) execute, perform and deliver such additional documents, instruments, deeds, conveyances and assurances as may be reasonably requested by Assignee from time to time in order to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

3. Conflict and Inconsistency. This Assignment is executed and delivered by Assignor pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth herein shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions herein and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment shall be governed by and construed and interpreted according to the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

6. Miscellaneous. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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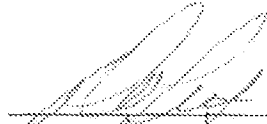
IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first written above.

"ASSIGNEE"

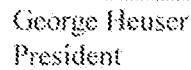
SAS SAFETY CORPORATION

"ASSIGNOR"

S A S SAFETY CORP.



By: Daniel J. Lett
Title: Secretary



George Heuser
President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005190 FRAME: 0901

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

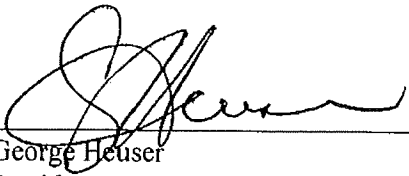
“ASSIGNEE”

SAS SAFETY CORPORATION

“ASSIGNOR”

S A S SAFETY CORP.

By:
Title:



George Heuser
President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
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Exhibit A

Trademarks Pending or Registered at the United States Patent and Trademark Office

U.S. Trademark Registration No.: 3,633,278

Mark: BANDIT

Serial Number: 78/903,366

Filing Date: June 7, 2006

U.S. Trademark Registration No.: N/A

Mark: BONEZ

Serial Number: 85/766,836

Filing Date: October 30, 2012

U.S. Trademark Registration No.: N/A

Mark: BREATHE-MATE

Serial Number: 85/766,829

Filing Date: October 30, 2012

U.S. Trademark Registration No.: 2,261,525

Mark: DERMA-LITE

Serial Number: 75/346,946

Filing Date: August 26, 1997

U.S. Trademark Registration No.: 4,362,616

Mark: DERMA-MAX

Serial Number: 76/576,548

Filing Date: February 20, 2004

U.S. Trademark Registration No.: 3,046,608

Mark: DERMA-PRO

Serial Number: 76/528,142

Filing Date: July 7, 2003

U.S. Trademark Registration No.: N/A

Mark: DERMA-TUFF

Serial Number: 85/766,846

Filing Date: October 30, 2012

U.S. Trademark Registration No.: 3,297,453

Mark: DYNA GRIP

Serial Number: 78/808,416

Filing Date: February 6, 2006

U.S. Trademark Registration No.: 3,944,167
Mark: FLU SHIELD
Serial Number: 85/107,052
Filing Date: August 13, 2010

U.S. Trademark Registration No.: 4,008,262
Mark: FLU SHIELD and Design
Serial Number: 85/011,829
Filing Date: April 12, 2010

U.S. Trademark Registration No.: 3,286,216
Mark: GEN-NEX
Serial Number: 78/899,943
Filing Date: June 3, 2006

U.S. Trademark Registration No.: N/A
Mark: GLOGGLES
Serial Number: 86/110,547
Filing Date: November 5, 2013

U.S. Trademark Registration No.: 3,222,896
Mark: GTR
Serial Number: 78/899,941
Filing Date: June 3, 2006

U.S. Trademark Registration No.: 3,947,972
Mark: LED INSPECTORS
Serial Number: 85/158,938
Filing Date: October 22, 2010

U.S. Trademark Registration No.: 4,155,364
Mark: LIGHTCRAFTERS
Serial Number: 85/277,563
Filing Date: March 25, 2011

U.S. Trademark Registration No.: 3,334,934
Mark: PAWZ
Serial Number: 78/899,951
Filing Date: June 3, 2006

U.S. Trademark Registration No.: 3,307,050
Mark: PURE AIR 2000
Serial Number: 78/899,950
Filing Date: June 3, 2006

U.S. Trademark Registration No.: 3,744,710
Mark: RAVEN
Serial Number: 77/780,636
Filing Date: July 14, 2009

U.S. Trademark Registration No.: 4,254,143
Mark: SAS
Serial Number: 85/977,141
Filing Date: November 9, 2009

U.S. Trademark Registration No.: 4,398,155
Mark: SAS
Serial Number: 77/868,614
Filing Date: November 9, 2009

U.S. Trademark Registration No.: 3,409,167
Mark: SIDEWINDERS
Serial Number: 78/899,948
Filing Date: June 3, 2006

U.S. Trademark Registration No.: 2,072,584
Mark: THICKSTER
Serial Number: 74/726,635
Filing Date: September 8, 1995

U.S. Trademark Registration No.: 3,279,789
Mark: VALUE-TOUCH
Serial Number: 78/899,959
Filing Date: June 3, 2006

U.S. Trademark Registration No.: 1,855,646
Mark: WHEN PROTECTION COUNTS
Serial Number: 74/465,652
Filing Date: December 6, 1993

U.S. Trademark Registration No.: N/A
Mark: SAS SAFETY CORP. WHEN PROTECTION COUNTS
Serial Number: 77/961,993
Filing Date: March 18, 2010

Common Law Trademarks

Mark: DEXTERA

Mark: DIAMONDBACKS

Mark: FLUSHIELD

Mark: MOONSUIT

Mark: SORB-A-SPILL

Marks: S A S Safety Corp. and the associated logo.

Marks: All of Assignor's product names currently being utilized by Assignor in the sale of products to consumers.