

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Glove & Safety Manufacturing, LLC		07/01/2006	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	GGS Acquisition, Inc.		
Street Address:	1770 113th Avenue North		
City:	Dayton		
State/Country:	MINNESOTA		
Postal Code:	55369		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3616064	ICE GRIPSTER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	952.941.4448		
Email:	wpeper@peperlaw.com		
Correspondent Name:	William C. Peper		
Address Line 1:	10285 Yellow Circle Drive, Ste. 105		
Address Line 4:	Minnetonka, MINNESOTA 55343		
NAME OF SUBMITTER:	William C. Peper, Attorney of record		
SIGNATURE:	/s/ William C. Peper		
DATE SIGNED:	04/30/2015		
Total Attachments: 6			
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OP \$40.00 3616064

BILL OF SALE

THIS BILL OF SALE is made as of the 1st day of July, 2006, from GLOBAL GLOVE AND SAFETY MANUFACTURING, LLC, a Minnesota limited liability company (the "Global Glove") to GGS ACQUISITION, INC., a Minnesota corporation (the "GGS").

WITNESSETH:

WHEREAS, Global Glove and the GGS have entered into that certain Asset Purchase Agreement dated May 6, 2006, (the "Asset Purchase Agreement");

WHEREAS, Global Glove desires to purchase certain assets of the GGS as more fully described in the Asset Purchase Agreement (the "Assets"); and

WHEREAS, the execution and delivery of this Bill of Sale is a condition to the GGS's obligations under the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the premises, monies in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Global Glove hereby agrees as follows:

1.) Definitions. Defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

2.) Bill of Sale. Except as provided in Section 2 and subject to the terms and conditions contained herein, as of the Closing Date, Global agrees to sell, assign, transfer, convey, and deliver to GGS and GGS agrees to purchase from Global all of the assets used in the operation of the Business of every kind and nature, wherever located (the "Assets"), as the same shall exist on the Closing Date including, without limitation, the following:

(a) All accounts receivable of Global for transactions occurring on or after the Closing Date;

(b) All inventories, including raw materials, work-in-process, finished goods, merchandise, supplies and packaging materials, described on Schedule 1(b) of the Asset Purchase Agreement;

(c) All personal property owned by Global and used in the Business including, but not limited to, the personal property listed on Schedule 1(c) of the Asset Purchase Agreement;

(d) All sales and promotional materials, catalogs, and any other advertising or marketing materials of Global used in or pertaining to the Business;

(e) All books, records, documents, files, customer lists, procedural manuals and other printed or written materials, whether stored electronically or otherwise, concerning the Business (except those relating to the organization, corporate maintenance and corporate existence of Global);

(f) All of Global's trademarks, service marks, brand names and trade names associated with the Business including, but not limited to those listed on Schedule 6(m) of the Asset Purchase Agreement, together with all variations thereof and all slogans, artwork, labels, logos, and other trade rights, regardless of whether registered, together with the goodwill associated with such trademarks, service marks, and trade names, any applications to register such trademarks, service marks, and trade names, and all claims for infringement;

(g) Any and all manufacturing processes, procedures and formulas used by Global in the operation of the Business;

(h) All books, records, documents, files, customer lists, supplier lists, employee lists, procedural manuals and other printed or written materials, whether stored electronically or otherwise, concerning the Business (except those relating to the organization, corporate maintenance and corporate existence of Global);

(i) Any and all technical drawings, schematics, production information, or parts lists relating to any products sold by Global;

(j) The right to use "Global Glove and Safety Manufacturing" name (or any variation thereof) in GGS' corporate name;

(k) All of Global's right to any Internet domain names used by Global for the business including, but not limited to, the following:

- (1) www.globalglove.com;
- (2) www.globalglove.net;
- (3) www.globalgloveandsafety.com;
- (4) www.globalgloveandsafety.net;
- (5) www.gloveunderwear.com;
- (6) www.gripsterglove.com;
- (7) www.visegripster.com;
- (8) www.misterglove.com; and
- (9) www.tsunamiglove.com.

(l) All of Global's right to the following telephone numbers for the Business:

- (1) (763) 533-2129 (phone);
- (2) (763) 416-2129 (phone);
- (3) (763) 416-2130 (phone);
- (4) (763) 533-2148 (fax); and
- (5) (763) 416-2148 (fax).

(m) All goodwill associated with the Business; and

(n) All of Global's security deposits, employee loan advances and deposits paid by or collected from Global's customers pertaining to goods to be sold or services to be rendered on or after the Closing Date.

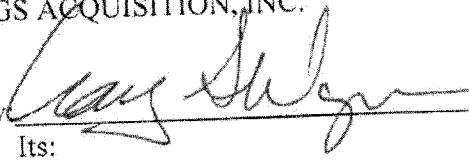
3.) Title. Global Glove hereby covenants to GGS, its successors and assigns, that Global Glove owns the Assets, that the Assets are free and clear of all liens and encumbrances, and that Global Glove has the right to transfer and assign the same to GGS.

4.) Further Actions. Global Glove hereby covenants and agrees to execute and deliver to GGS and such other documents of transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by GGS or their counsel, in order to vest in GGS all right, title and interest of Global Glove in and to the Assets and otherwise in order to carry out the purpose and intent of this Bill of Sale and the Asset Purchase Agreement.

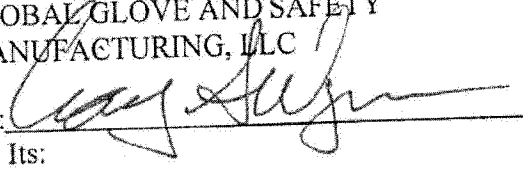
5.) Integration of Asset Purchase Agreement Provisions. Notwithstanding any other provision of this Bill of Sale to the contrary, nothing contained in this Bill of Sale shall, in any way, supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and the remedies, and any of the obligations and indemnifications of Global Glove as set forth in the Asset Purchase Agreement nor shall this Bill of Sale expand or enlarge any remedies under the Asset Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Bill of Sale is intended only to effect the transfer of the Assets pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

IN WITNESS WHEREOF, Global Glove and the GGS have caused this Bill of Sale to be executed and delivered on the date and year first above written.

GGS:
GGS ACQUISITION, INC.

By: 
Its:

GLOBAL GLOVE:
GLOBAL GLOVE AND SAFETY
MANUFACTURING, LLC

By: 
Its:

1085412.1

Schedule 6(k)

Trade Names and Rights

"Global Glove and Safety Manufacturing"

"Frogwear"

"Tsunami Grip"

"Gripster"

"Samurai"

"Big Ole"

"Ice Gripster"

"Vise Gripster"

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DC-CN



ARTICLES OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
GGG ACQUISITION, INC.

The undersigned, the President of GGS ACQUISITION, INC., a Minnesota corporation (the "Corporation"), does hereby certify that effective as of the 17th day of July, 2006, the following resolution was adopted by all of the shareholders and all of the members of the Board of Directors of the Corporation in accordance with the applicable provisions of Minnesota Statutes:

Resolution Amending Articles of Incorporation

WHEREAS, it is in the best interests of the Corporation to amend its Articles of Incorporation as set forth herein;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that Article 1 of the Articles of Incorporation be amended by deleting it in full and replacing it with the following:

"ARTICLE 1.


NAME

The name of the Corporation is Global Glove and Safety Manufacturing, Inc."

FURTHER RESOLVED, that the President of the Corporation is hereby authorized and directed to execute Articles of Amendment of Articles of Incorporation and to cause such Articles of Amendment to be filed in the office of the Secretary of State of the State of Minnesota; and

FURTHER RESOLVED, that this resolution may be adopted in one or more counterparts by the shareholders.

Done effective as of the day and year first above written.



Craig S. Wagner, President

1085324.1

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUL 24 2006

CRK


Secretary of State

TRADEMARK