OP \$115.00 3604807

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM362745

Stylesheet Version v1.2

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|--|
| INVISTA Ashburn Hill LLC | | 09/01/2015 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| Name: | National Safety Apparel, Inc. | |
|-----------------|-------------------------------|--|
| Street Address: | 15825 Industrial Pkwy | |
| City: | Cleveland | |
| State/Country: | OHIO | |
| Postal Code: | 44135 | |
| Entity Type: | CORPORATION: OHIO | |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------|
| Registration Number: | 3604807 | TECGEN |
| Registration Number: | 3914879 | TECGEN SELECT |
| Registration Number: | 3745390 | TECGEN XTREME |
| Serial Number: | 86407301 | PUSHING PERFORMANCE |

CORRESPONDENCE DATA

Fax Number: 2163634588

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.

Phone: 216.363.4677

Email: trademark@beneschlaw.com

Correspondent Name: Duncan H. Poirier

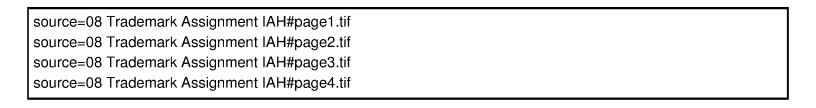
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

| ATTORNEY DOCKET NUMBER: | 27349-27 |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | Duncan H. Poirier |
| SIGNATURE: | /Duncan H. Poirier/ |
| DATE SIGNED: | 11/18/2015 |

Total Attachments: 4



TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of 12:01 a.m. (Eastern time) on the 1st day of September, 2015 (the "Effective Time") and is made by INVISTA Ashburn Hill LLC, a Delaware limited liability company ("IAH"). Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement (as defined below).

- A. National Safety Apparel, Inc. ("<u>Purchaser</u>") and IAH are parties to that certain Asset Purchase Agreement dated August 10, 2015, as amended by that certain First Amendment to Asset Purchase Agreement dated as of August 11, 2015 and that certain Second Amendment to Asset Purchase Agreement dated August 28, 2015 (the "<u>Asset Purchase Agreement</u>") pursuant to which, among other things, IAH has agreed to assign certain rights and agreements to Purchaser and Purchaser has agreed to assume certain obligations of IAH.
- B. This Assignment is executed and delivered pursuant to Section 3.2(e) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the agreements of the parties contained in the Asset Purchase Agreement and in consideration for Ten Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, IAH acknowledges the following:

- 1. <u>Assignment</u>. Effective as of the Effective Time, IAH hereby sells, assigns, transfers, conveys and delivers unto Purchaser IAH's entire right, title and interest in those trademarks, and the goodwill associated therewith, and trademark applications described on the attached Exhibit A (the "<u>Assigned IP</u>") together with any pending applications or registrations for any of the Assigned IP and any claims or causes of action with respect to any infringement by any third party with respect to any of the Assigned IP.
- 2. <u>No Amendment</u>. Nothing in this Assignment shall modify, amend, waive or limit any term, condition, or covenant of the Asset Purchase Agreement.
- 3. <u>Miscellaneous</u>. The terms and conditions of Section 11 of the Asset Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

The remainder of this page left blank. Signature page follows.

IN WITNESS WHEREOF, each party hereto has caused this Trademark Assignment to be executed and delivered as of the date first written above.

INVISTA ASHBURN HILL LLC

By: Name: Josh Mennage.
Title: Programme Superior Superio

Exhibit A

Assigned IP

Trademarks:

| TECGEN Trademark Global Filings | | | | |
|---------------------------------|-------------------------|----------------------------------|------------|----------------|
| Trademark | Country | Current Status | Filing # | Registration # |
| TECGEN | Australia | Registered | 1549136 | 1549136 |
| TECGEN | Brazil | Pending | 907678750 | |
| TECGEN | Brazil | Pending | 907678890 | |
| TECGEN | Brazil | Pending | 907679374 | |
| TECGEN | Brazil | Pending | 907679510 | |
| TECGEN | Canada | Pending | 1,672,824 | |
| TECGEN | China | Pending/ Refused partially | 1205796 | |
| TECGEN | Colombia | Registered | 1205796 | 1205796 |
| TECGEN | Dominican Republic | Registered | 2014-13539 | 213307 |
| TECGEN | European Union | Registered | 011705167 | 011705167 |
| TECGEN | India | Pending | 1205796 | |
| TECGEN | International Procedure | Registered | 1205796 | 1205796 |
| TECGEN | Israel | Pending | 1205796 | |
| TECGEN | Japan | Registered | 1205796 | 1205796 |
| TECGEN | Mexico | Registered | 1205796 | 1205796 |
| TECGEN | New Zealand | Registered | 974969 | 974969 |
| TECGEN | Philippines | Registered | 1205796 | 1205796 |
| TECGEN | Russian Federation | Registered | 1205796 | 1205796 |
| TECGEN | Singapore | Registered | 1205796 | 1205796 |
| TECGEN | South Korea | Registered | 1205796 | 1205796 |
| TECGEN | Turkey | Registered | 1205796 | 1205796 |
| TECGEN | USA | Registered | 76/687,459 | 3,604,807 |
| TECGEN | Vietnam | Registered | 1205796 | 1205796 |
| TECGEN SELECT | USA | Registered | 77/736,714 | 3,914,879 |
| TECGEN XTREME | USA | Registered | 77/699,133 | 3,745,390 |
| PUSHING PERFORMANCE | Canada | Pending | 1695692 | |

| TECGEN Trademark Global Filings | | | | |
|---------------------------------|---------|-------------------|----------|----------------|
| Trademark | Country | Current Status | Filing # | Registration # |
| PUSHING PERFORMANCE | Canada | Pending | 1695693 | |
| PUSHING PERFORMANCE | USA | Pending | 86407301 | |

TRADEMARK REEL: 005670 FRAME: 0944

RECORDED: 11/18/2015