

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373683

|   |  |  |                                   |
|---|--|--|-----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |  |                                   |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |                                   |
| <b>CONVEYING PARTY DATA</b>   |  |  |                                   |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>                    | <b>Entity Type</b>                |
| Safety Works, LLC   |  | 02/12/2016                               | LIMITED LIABILITY COMPANY: NEVADA |
| <b>RECEIVING PARTY DATA</b>   |  |  |                                   |
| <b>Name:</b>  | Safety Works, Inc.                                 |  |                                   |
| <b>Street Address:</b>  | 968 Albany Shaker Road                             |  |                                   |
| <b>City:</b>  | Latham   |  |                                   |
| <b>State/Country:</b>   | NEW YORK   |  |                                   |
| <b>Postal Code:</b>   | 12110  |  |                                   |
| <b>Entity Type:</b>   | CORPORATION: NEW YORK                              |  |                                   |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |  |                                   |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                         |                                   |
| <b>Registration Number:</b>   | 2429306  | SAFETY WORKS                             |                                   |
| <b>Registration Number:</b>   | 3782870  | SAFETY ARMOR                             |                                   |
| <b>Registration Number:</b>   | 2322298  | MAKING THE WORLD SAFER, ONE PROJECT AT A |                                   |
| <b>Registration Number:</b>   | 1516194  | FIRST TEAM                               |                                   |
| <b>CORRESPONDENCE DATA</b>  |  |  |                                   |
| <b>Fax Number:</b>  | 3128637867   |  |                                   |
| <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> |  |  |                                   |
| <b>Phone:</b>   | 3128637267   |  |                                   |
| <b>Email:</b>   | jaclyn.digrande@goldbergkohn.com                   |  |                                   |
| <b>Correspondent Name:</b>  | Jaclyn Di Grande - Paralegal                       |  |                                   |
| <b>Address Line 1:</b>  | Goldberg Kohn Ltd.                                 |  |                                   |
| <b>Address Line 2:</b>  | 55 E Monroe St., Suite 3300                        |  |                                   |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60603                            |  |                                   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 7080.003   |  |                                   |
| <b>NAME OF SUBMITTER:</b>   | Jaclyn Di Grande                                   |  |                                   |
| <b>SIGNATURE:</b>   | /jaclyn di grande/                                 |  |                                   |
| <b>DATE SIGNED:</b>   | 02/18/2016   |  |                                   |
| <b>Total Attachments: 6</b>   |  |  |                                   |

OP \$115.00 2429306

source=Safety Works -Intellectual Property Assignment Agreement#page1.tif  
source=Safety Works -Intellectual Property Assignment Agreement#page2.tif  
source=Safety Works -Intellectual Property Assignment Agreement#page3.tif  
source=Safety Works -Intellectual Property Assignment Agreement#page4.tif  
source=Safety Works -Intellectual Property Assignment Agreement#page5.tif  
source=Safety Works -Intellectual Property Assignment Agreement#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of February 12, 2016, is by and between Safety Works, LLC, a Nevada limited liability company ("Assignor") and Safety Works, Inc., a New York corporation ("Assignee"). Assignor and Assignee are each referred to as a "Party" and collectively referred to as the "Parties" in this Assignment.

WHEREAS, Assignor is the owner of certain registered intellectual property listed on the Schedules attached to this Assignment;

WHEREAS, Assignor has sold to Assignee the Assigned Trademarks, Assigned Patents, and Assigned Domain Names (as defined below, and collectively referred to as the "Assigned IP") and Assignee has purchased from Assignor the Assigned IP under that certain Asset Purchase Agreement dated as of February 12, 2016 by and among the Parties, and the other parties named therein (the "APA");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to the Assigned IP, and Assignor and Assignee wish to record such acquisition in the respective patent and trademark offices, ICANN domain name registrars, and/or relevant official offices, registrars, and registries around the world.

NOW, THEREFORE, in consideration of the premises and the agreements of the Parties set forth in the APA, Assignor and Assignee agree as follows:

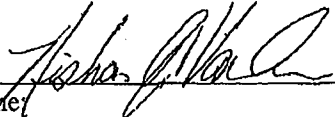
1. Assignment of Trademarks. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby (the "Assigned Trademarks").
2. Assignment of Patents. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the patents, patent applications and design patents (including registered designs) set forth in Schedule B hereto (the "Assigned Patents").
3. Assignment of Domain Names. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the domain names set forth in Schedule C hereto (the "Assigned Domain Names").
4. No Modification. This Assignment does not enlarge, restrict, or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by Seller or Buyer of any liabilities, duties, or obligations imposed upon either of them by the terms of the Asset Purchase Agreement.
5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and permitted assigns of the Parties.

6. Governing Law. This Assignment shall be construed and interpreted in accordance with the Laws of the State of New York without regard to its provisions concerning conflicts of Laws, choice of Law, choice of forum, or principles that might otherwise refer construction or interpretation of this Assignment to the substantive Law of another jurisdiction.
7. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

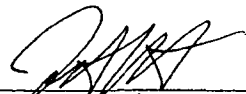
\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed.

**SAFETY WORKS, LLC**

By:   
Name:  
Title:

**SAFETY WORKS, INC.**

By:   
Name: Joseph A. Milot  
Title: Resident

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK  
REEL: 005735 FRAME: 0109

**Schedule A  
Assigned Trademarks**

| <b>Mark</b>   | <b>Country</b> | <b>Registration Number</b> | <b>Registration Date</b> |
|---|----------------|----------------------------|--------------------------|
| SAFETY WORKS  | USA            | 2,429,306                  | February 20, 2001        |
| SAFETY WORKS  | CTM            | 004444022                  | January 25, 2007         |
| SAFETY WORKS  | Australia      | 1055398                    | January 9, 2006          |
| SAFETY WORKS  | Australia      | 1056048                    | January 9, 2006          |
| SAFETY ARMOR  | USA            | 3,782,870                  | April 27, 2010           |
| MAKING THE WORLD<br>SAFER, ONE PROJECT AT<br>A TIME | USA            | 2,322,298                  | February 22, 2000        |
| FIRST TEAM  | USA            | 1,516,194                  | December 13, 1988        |

**Schedule B  
Assigned Patents**

| <b>Name</b>        | <b>Country</b> | <b>Patent Number</b> | <b>Date of Patent</b> |
|--------------------|----------------|----------------------|-----------------------|
| TOOL HOLDER        | USA            | D482,948 S           | December 2, 2003      |
| DISPLAY FOR GLOVES | USA            | D696,933 S           | January 7, 2014       |
| DISPLAY FOR GLOVES | USA            | D696,934 S           | January 7, 2014       |
| DISPLAY FOR GLOVES | USA            | D697,788 S           | January 21, 2014      |
| DISPLAY FOR GLOVES | USA            | D703,525 S           | April 29, 2014        |
| DISPLAY FOR GLOVES | USA            | D703,526 S           | April 29, 2014        |

**Schedule C**  
**Assigned Domain Names**

**Name**

---

safetyworks.com

---

safetyworks.biz

---