

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		05/09/2018	National Banking Association:
RECEIVING PARTY DATA			
Name:	LFS, Inc.		
Street Address:	851 Coho Way		
City:	Bellingham		
State/Country:	WASHINGTON		
Postal Code:	98225		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3890800	BELLINGHAM	
Registration Number:	3965428	DUCKY!	
Registration Number:	3135191	NITRILE TOUCH	
Registration Number:	3135192	NITRILE TOUGH	
CORRESPONDENCE DATA			
Fax Number:	9015770866		
<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:	901-577-8166		
Email:	nberkowitz@bakerdonelson.com		
Correspondent Name:	Nicole D. Berkowitz		
Address Line 1:	165 Madison Avenue, Suite 2000		
Address Line 4:	Memphis, TENNESSEE 38103		
NAME OF SUBMITTER:	Nicole D. Berkowitz		
SIGNATURE:	/Nicole D. Berkowitz/		
DATE SIGNED:	05/16/2018		
Total Attachments: 12			
source=LFS Active_101942739_2_UCC-3 Partial Releases - Trident (May 2018)#page1.tif			
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OP \$115.00 3890800

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source=LFS Active_101942739_2_UCC-3 Partial Releases - Trident (May 2018)#page12.tif

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

2016-257-9439-2 filed 9/12/2016

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

CHANGE name and/or address: Complete ☐ item 6a or 6b; and item 7a or 7b and item 7c
ADD name: Complete item ☐ 7a or 7b, and item 7c
DELETE name: Give record name ☐ to be deleted in item 6a or 6b

This Change affects ☐ Debtor or ☐ Secured Party of record

6. CURRENT RECORD INFORMATION: Complete for Party Information Change – provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

PARTIAL RELEASE: The Secured Party hereby releases its security interest in and to those assets of Debtor, as more particularly defined on Exhibit A attached hereto and incorporated herein by reference, constituting collateral under the initial financing statement to which this amendment relates which have been sold to Bellingham Glove, Inc. (the “Buyer”) by Debtor (the “Seller”) pursuant to, and in accordance with, that certain Purchase Agreement dated as of May 9, 2018 by and between the Seller and the Buyer (the “Purchase Agreement”) (a copy of which is on file with Debtor).

This partial release shall not affect or release any other assets or collateral granted to the Secured Party by Debtor.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

Wells Fargo Bank, National Association, as Collateral Agent

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Filed with Washington Department of Licensing

Debtor: LFS, Inc. (2029724-0514)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC3) (Rev. 04/20/11)

TRADEMARK
REEL: 006378 FRAME: 0924

Exhibit A to the
UCC Financing Statement Amendment

Debtor: LFS, Inc.

Secured Party: Wells Fargo Bank, National Association, as Collateral Agent

PARTIAL RELEASE: The Secured Party hereby releases its security interest in and to those certain assets of Debtor (the “Purchased Assets”) which have been sold to Bellingham Glove, Inc. (the “Buyer”) by Debtor (the “Seller”) pursuant to, and in accordance with, that certain Purchase Agreement dated as of May 9, 2018 by and between the Seller and the Buyer (the “Purchase Agreement”). The Purchased Assets shall include the following (but shall not include the Excluded Assets):

- (a) all Tangible Personal Property located at the Warehouse and Office Assets referenced in Section 7.1(g) of the Purchase Agreement;
- (b) all Inventories located at or in transit to the Warehouse (including inventory that might be characterized for accounting purposes as slow moving or obsolete and bills of lading for the Inventory in transit);
- (c) those certain Seller Contracts and outstanding offers or solicitations made by or to Seller to enter into a Seller Contract, in each case as listed on Schedule 2.1(c) (as updated pursuant to Section 2.7(a)(vi) of the Purchase Agreement);
- (d) those Governmental Authorizations and pending applications therefor or renewals thereof necessary for the operation of the LFS Glove Division listed on Schedule 2.1(d), in each case to the extent (i) transferable to Buyer, and (ii) not needed by Buyer for its continued operations unrelated to the LFS Glove Division;
- (e) the data and Records related to the LFS Glove Division operations of Debtor from and after January 1, 2015, including client and customer lists who purchase from the Warehouse location, electronic purchasing and sales history, referral sources, research and development reports, production reports, warranty reports, equipment logs, operating guides and manuals, financial and accounting reports, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and reports;
- (f) the intangible rights and property of Debtor related to the LFS Glove Division, including Intellectual Property Assets, Intellectual Property Licenses, going concern value, goodwill, websites, domain names, and facsimile numbers described on Schedule 2.1(f) attached hereto and incorporated herein by reference but excluding the rights under the Estwing Agreement (collectively, the “Acquired IP Assets”);
- (g) all insurance benefits, including rights and proceeds, arising from or relating to covered losses of the Assets or the Assumed Liabilities that occurred prior to the Effective Time, unless expended in accordance with the Purchase Agreement or otherwise taken into account as a Purchase Price adjustment in accordance with the Purchase Agreement; and

(h) all rights of Debtor relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof that relate to the Warehouse or LFS Glove Division which are not excluded under Section 2.2(j) of the Purchase Agreement.

All capitalized terms used in this Exhibit A but not otherwise defined shall have the meaning given such terms in the Purchase Agreement, and all references to Schedules which are not attached to this Exhibit A shall mean the Disclosure Schedules attached to the Purchase Agreement. The definition of the term "Warehouse" in the Purchase Agreement is "the warehouse building located at 811 Harris Avenue, Building 7, Fairhaven Marine Industrial Park, Bellingham, Washington, but excluding the surrounding 26,500 square feet of yard area".

Schedule 2.1(f)

Intangible Rights and Property

- a. www.bellinghamglove.com
- b. www.lfsglove.com
- c. Nearly Naked®; U.S. Trademark Reg. No. 4443829
- d. Gloves for Big Jobs® and Design; U.S. Trademark Reg. No. 4569792
- e. Bellingham® and Design; U.S. Trademark Reg. No. 3890800
- f. Ducky!®; U.S. Trademark Reg. No. 3965428
- g. Nicely Nimble®; U.S. Trademark Reg. no. 4862586
- h. Gard Ware®; U.S. Trademark Reg. No. 4951534
- i. Bellingham Eco Master®; U.S. Trademark Reg. No. 4979693
- j. PCT®; U.S. Trademark Reg. No. 5055740
- k. Nitrile Touch®; U.S. Trademark Reg. No. 3135191
- l. Nitrile Tough®; U.S. Trademark Reg. No. 3135192
- m. Ducky!®; Canada Trademark No. 820263
- n. Sales Fax – 888-571-8175 or 360-734-3391
- o. Warehouse Fax – 360-671-0903
- p. Gloves@lfsinc.com

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

99-203-0070 filed 7/22/1999

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

CHANGE name and/or address: Complete ☐ item 6a or 6b; and item 7a or 7b and item 7c
ADD name: Complete item ☐ 7a or 7b, and item 7c
DELETE name: Give record name ☐ to be deleted in item 6a or 6b

This Change affects ☐ Debtor or ☐ Secured Party of record

6. CURRENT RECORD INFORMATION: Complete for Party Information Change – provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

PARTIAL RELEASE: The Secured Party hereby releases its security interest in and to those assets of Debtor, as more particularly defined on Exhibit A attached hereto and incorporated herein by reference, constituting collateral under the initial financing statement to which this amendment relates which have been sold to Bellingham Glove, Inc. (the "Buyer") by Debtor (the "Seller") pursuant to, and in accordance with, that certain Purchase Agreement dated as of May 9, 2018 by and between the Seller and the Buyer (the "Purchase Agreement") (a copy of which is on file with Debtor).

This partial release shall not affect or release any other assets or collateral granted to the Secured Party by Debtor.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

Wells Fargo Bank, National Association, as Collateral Agent

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

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SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Filed with Washington Department of Licensing

Debtor: LFS, Inc. (2029724-0514)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC3) (Rev. 04/20/11)

TRADEMARK
REEL: 006378 FRAME: 0928

Exhibit A to the
UCC Financing Statement Amendment

Debtor: LFS, Inc.

Secured Party: Wells Fargo Bank, National Association, as Collateral Agent

PARTIAL RELEASE: The Secured Party hereby releases its security interest in and to those certain assets of Debtor (the "Purchased Assets") which have been sold to Bellingham Glove, Inc. (the "Buyer") by Debtor (the "Seller") pursuant to, and in accordance with, that certain Purchase Agreement dated as of May 9, 2018 by and between the Seller and the Buyer (the "Purchase Agreement"). The Purchased Assets shall include the following (but shall not include the Excluded Assets):

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- (b) all Inventories located at or in transit to the Warehouse (including inventory that might be characterized for accounting purposes as slow moving or obsolete and bills of lading for the Inventory in transit);
- (c) those certain Seller Contracts and outstanding offers or solicitations made by or to Seller to enter into a Seller Contract, in each case as listed on Schedule 2.1(c) (as updated pursuant to Section 2.7(a)(vi) of the Purchase Agreement);
- (d) those Governmental Authorizations and pending applications therefor or renewals thereof necessary for the operation of the LFS Glove Division listed on Schedule 2.1(d), in each case to the extent (i) transferable to Buyer, and (ii) not needed by Buyer for its continued operations unrelated to the LFS Glove Division;
- (e) the data and Records related to the LFS Glove Division operations of Debtor from and after January 1, 2015, including client and customer lists who purchase from the Warehouse location, electronic purchasing and sales history, referral sources, research and development reports, production reports, warranty reports, equipment logs, operating guides and manuals, financial and accounting reports, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and reports;
- (f) the intangible rights and property of Debtor related to the LFS Glove Division, including Intellectual Property Assets, Intellectual Property Licenses, going concern value, goodwill, websites, domain names, and facsimile numbers described on Schedule 2.1(f) attached hereto and incorporated herein by reference but excluding the rights under the Estwing Agreement (collectively, the "Acquired IP Assets");
- (g) all insurance benefits, including rights and proceeds, arising from or relating to covered losses of the Assets or the Assumed Liabilities that occurred prior to the Effective Time, unless expended in accordance with the Purchase Agreement or otherwise taken into account as a Purchase Price adjustment in accordance with the Purchase Agreement; and

(h) all rights of Debtor relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof that relate to the Warehouse or LFS Glove Division which are not excluded under Section 2.2(j) of the Purchase Agreement.

All capitalized terms used in this Exhibit A but not otherwise defined shall have the meaning given such terms in the Purchase Agreement, and all references to Schedules which are not attached to this Exhibit A shall mean the Disclosure Schedules attached to the Purchase Agreement. The definition of the term "Warehouse" in the Purchase Agreement is "the warehouse building located at 811 Harris Avenue, Building 7, Fairhaven Marine Industrial Park, Bellingham, Washington, but excluding the surrounding 26,500 square feet of yard area".

Schedule 2.1(f)

Intangible Rights and Property

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- b. www.lfsglove.com
- c. Nearly Naked®; U.S. Trademark Reg. No. 4443829
- d. Gloves for Big Jobs® and Design; U.S. Trademark Reg. No. 4569792
- e. Bellingham® and Design; U.S. Trademark Reg. No. 3890800
- f. Ducky!®; U.S. Trademark Reg. No. 3965428
- g. Nicely Nimble®; U.S. Trademark Reg. no. 4862586
- h. Gard Ware®; U.S. Trademark Reg. No. 4951534
- i. Bellingham Eco Master®; U.S. Trademark Reg. No. 4979693
- j. PCT®; U.S. Trademark Reg. No. 5055740
- k. Nitrile Touch®; U.S. Trademark Reg. No. 3135191
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- o. Warehouse Fax – 360-671-0903
- p. Gloves@lfsinc.com

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B. E-MAIL CONTACT AT FILER (optional)

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

2011-172-4234-9 filed 6/17/2011

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

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AND Check one of these three boxes to:

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INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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CITY

STATE

POSTAL CODE

COUNTRY

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OR

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ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Filed with Washington Department of Licensing

Debtor: LFS, Inc. (2029724-0514)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC3) (Rev. 04/20/11)

TRADEMARK
REEL: 006378 FRAME: 0932

Exhibit A to the
UCC Financing Statement Amendment

Debtor: LFS, Inc.

Secured Party: Wells Fargo Bank, National Association, as Collateral Agent

PARTIAL RELEASE: The Secured Party hereby releases its security interest in and to those certain assets of Debtor (the “Purchased Assets”) which have been sold to Bellingham Glove, Inc. (the “Buyer”) by Debtor (the “Seller”) pursuant to, and in accordance with, that certain Purchase Agreement dated as of May 9, 2018 by and between the Seller and the Buyer (the “Purchase Agreement”). The Purchased Assets shall include the following (but shall not include the Excluded Assets):

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- (d) those Governmental Authorizations and pending applications therefor or renewals thereof necessary for the operation of the LFS Glove Division listed on Schedule 2.1(d), in each case to the extent (i) transferable to Buyer, and (ii) not needed by Buyer for its continued operations unrelated to the LFS Glove Division;
- (e) the data and Records related to the LFS Glove Division operations of Debtor from and after January 1, 2015, including client and customer lists who purchase from the Warehouse location, electronic purchasing and sales history, referral sources, research and development reports, production reports, warranty reports, equipment logs, operating guides and manuals, financial and accounting reports, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and reports;
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- (g) all insurance benefits, including rights and proceeds, arising from or relating to covered losses of the Assets or the Assumed Liabilities that occurred prior to the Effective Time, unless expended in accordance with the Purchase Agreement or otherwise taken into account as a Purchase Price adjustment in accordance with the Purchase Agreement; and

(h) all rights of Debtor relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof that relate to the Warehouse or LFS Glove Division which are not excluded under Section 2.2(j) of the Purchase Agreement.

All capitalized terms used in this Exhibit A but not otherwise defined shall have the meaning given such terms in the Purchase Agreement, and all references to Schedules which are not attached to this Exhibit A shall mean the Disclosure Schedules attached to the Purchase Agreement. The definition of the term “Warehouse” in the Purchase Agreement is “the warehouse building located at 811 Harris Avenue, Building 7, Fairhaven Marine Industrial Park, Bellingham, Washington, but excluding the surrounding 26,500 square feet of yard area”.

Schedule 2.1(f)

Intangible Rights and Property

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- b. www.lfsglove.com
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- f. Ducky!®; U.S. Trademark Reg. No. 3965428
- g. Nicely Nimble®; U.S. Trademark Reg. no. 4862586
- h. Gard Ware®; U.S. Trademark Reg. No. 4951534
- i. Bellingham Eco Master®; U.S. Trademark Reg. No. 4979693
- j. PCT®; U.S. Trademark Reg. No. 5055740
- k. Nitrile Touch®; U.S. Trademark Reg. No. 3135191
- l. Nitrile Tough®; U.S. Trademark Reg. No. 3135192
- m. Ducky!®; Canada Trademark No. 820263
- n. Sales Fax – 888-571-8175 or 360-734-3391
- o. Warehouse Fax – 360-671-0903
- p. Gloves@lfsinc.com