

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bollé Safety Inc.		11/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JU		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3127873	AXIS	
Serial Number:	87534809	B	
Registration Number:	2662916	BOLLÉ	
Registration Number:	2916363	BOLLÉ	
Registration Number:	913144	CARBO GLAS	
Serial Number:	87435179	CHRONOSHIELD	
Registration Number:	2520510	COMPETIVISION	
Registration Number:	2774820	EAGLEVISION 2	
Registration Number:	2761834	EQUALIZER	
Serial Number:	87740307	EXO	
Registration Number:	2771698	FLOW-TECH	
Registration Number:	4621304	INNOVATIVE VISION	
Registration Number:	5037627	MESSENGER	
Registration Number:	4413560	OSMOZ	
Registration Number:	4879289	PLATINUM	
Registration Number:	2358250	SANDSTONE	
Registration Number:	3722392	SNAKES	
Registration Number:	4934306	SPORT PROTECTIVE	
Registration Number:	5037628	THE ONE	

CH \$540.00 3127873

Property Type	Number	Word Mark
Registration Number:	2369154	THERMOGRIP
Registration Number:	2218144	VERMILLON

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	507935
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/29/2018

Total Attachments: 7

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**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of November 29, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of GLAS Trust Corporation Limited, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Security Agreement dated as of November 29, 2018 (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on

Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Termination

Upon the occurrence of the Discharge Date and termination of the Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

GRANTOR:

BOLLÉ SAFETY INC.

By: _____

Name:

Title:

P.A. SMITH

PRESIDENT

GRANTOR:

BOLLÉ BRANDS INC.

By: _____

Name:

Title:

P.A. SMITH

PRESIDENT

[Signature Page to US Patents and Trademarks Agreement]

GLAS TRUST CORPORATION LIMITED, as
Security Agent, as Grantee

By: _____

Name: _____

Title: _____

Gilda Cara
Transaction Manager

[Signature Page to US Patents and Trademarks Agreement]

TRADEMARK
REEL: 006490 FRAME: 0921

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Owner	Patent / Design Title	Country	Serial No.	Filed Date	Patent/Design No.	Issue Date
Bollé Safety Inc.	Helmet	USA	29/637254	2/15/2018		
Bollé Safety Inc.	Helmet	USA	29/637255	2/15/2018		
Bollé Safety Inc.	Helmet	USA	35/001109	11/9/2015	D812314	3/6/2018
Bollé Safety Inc.	Helmet	USA	29/630302	12/20/2017		
Bollé Safety Inc.	Helmet	USA	29/630305	12/20/2017		
Bollé Safety Inc.	Urban Helmet	USA	35/001110	11/9/2015	D809713	2/6/2018
Bollé Safety Inc.	Bike Helmet with Improved Vent Cover	USA	15/839290	12/12/2017		
Bollé Safety Inc.	Adjustable Nose Pad System	USA	11/382782	5/11/2006	7497570	3/3/2009
Bollé Safety Inc.	Eyewear With Extendable Protective Element	USA	13/230952	9/13/2011	8641189	2/4/2014
Bollé Safety Inc.	Goggle Clip	USA	10/835645	4/30/2004	6928663	8/16/2005
Bollé Safety Inc.	Pinless Hinge for Eyewear	USA	12/914361	10/28/2010	8371692	2/12/2013
Bollé Brands Inc.	Sunglasses	USA	29/187246	7/30/2003	D492715	7/6/2004
Bollé Brands Inc.	Sunglasses	USA	29/187247	7/30/2003	D494206	8/10/2004
Bollé Brands Inc.	Protective Goggles	USA	29/187245	7/30/2003	D496957	10/5/2004
Bollé Brands Inc.	Spectacles	USA	29/193941	11/18/2003	D500071	12/21/2004
Bollé Brands Inc.	Protective Goggles	USA	29/187248	7/30/2003	D510099	9/27/2005

PATENT LICENSES

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
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N/A

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Owner	Trademark	Country	App. No.	Filing	Reg. No.	Reg. Date
Bollé Safety Inc.	AXIS	USA	78488008	9/22/2004	3127873	8/8/2006
Bollé Safety Inc.	B STYLIZED	USA	87534809	7/19/2017		
Bollé Safety Inc.	BOLLE	USA	76368246	2/8/2002	2662916	12/17/2002
Bollé Safety Inc.	BOLLE	USA	78332906	11/25/2003	2916363	1/4/2005
Bollé Safety Inc.	CARBO GLAS	USA	72/333700	7/28/1969	913144	6/8/1971
Bollé Safety Inc.	CHRONOSHIELD	USA	87435179	5/3/2017		
Bollé Safety Inc.	COMPETIVISION	USA	75477404	4/30/1998	2520510	12/18/2001
Bollé Safety Inc.	EAGLEVISION 2	USA	76416436	6/3/2002	2774820	10/21/2003
Bollé Safety Inc.	EQUALIZER	USA	78157698	8/26/2002	2761834	9/9/2003
Bollé Safety Inc.	EXO	USA	87740307	1/2/2018		
Bollé Safety Inc.	FLOW-TECH	USA	78164793	9/17/2002	2771698	10/7/2003
Bollé Safety Inc.	INNOVATIVE VISION	USA	86/286365	5/20/2014	4621304	10/14/2014
Bollé Safety Inc.	MESSENGER	USA	86667318	6/18/2015	5037627	9/6/2016
Bollé Safety Inc.	OSMOZ	USA	85794557	12/4/2012	4413560	10/8/2013
Bollé Safety Inc.	PLATINUM	USA	86141124	12/11/2013	4879289	1/5/2016
Bollé Safety Inc.	SANDSTONE	USA	75428152	2/3/1998	2358250	6/13/2000
Bollé Safety Inc.	SNAKES	USA	78209586	1/31/2003	3722392	12/8/2009
Bollé Safety Inc.	SPORT PROTECTIVE	USA	86/396694	9/16/2014	4934306	4/5/2016
Bollé Safety Inc.	THE ONE	USA	86667393	6/18/2015	5037628	9/6/2016
Bollé Safety Inc.	THERMOGRIP	USA	75428151	2/3/1998	2369154	7/18/2000
Bollé Safety Inc.	VERMILLON	USA	75243872	2/19/1997	2218144	1/19/1999
Bollé Brands Inc.	555nm	USA	76369165	2/11/2002	2710932	4/29/2003
Bollé Brands Inc.	CEBE & design	USA	74567558	8/30/1994	1987935	7/23/1996

Bollé Brands Inc.	DESIGN ONLY (Tripode)	USA	75898024	1/19/2000	2457022	6/5/2001
Bollé Brands Inc.	DRIVERS	USA	74172296	6/3/1991	1702950	7/28/1992
Bollé Brands Inc.	S Stylized	USA	75384739	11/4/1997	2861826	7/13/2004
Bollé Brands Inc.	SEDONA	USA	76369296	2/11/2002	2793764	12/16/2003
Bollé Brands Inc.	SENSOR	USA	87926067	5/17/2018		
Bollé Brands Inc.	SERENGETI	USA	73353095	3/5/1982	1251022	9/13/1983
Bollé Brands Inc.	SERENGETI	USA	75415084	1/8/1998	2547568	3/12/2002
Bollé Brands Inc.	SERENGETI VARIODRIVE	USA	85873991	3/12/2013	4428504	11/5/2013
Bollé Brands Inc.	DESIGN & Design					
Bollé Brands Inc.	SPECTRAL CONTROL	USA	73726852	5/6/1988	1515259	12/6/1988
Bollé Brands Inc.	THE WORLD'S FINEST DRIVING	USA	85715126	8/28/2012	4456732	12/24/2013

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
N/A			

TRADEMARK LICENSES

Serial No.	Country	Filing Date	Mark
N/A			