

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Capital Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSA Technology, LLC		09/07/2018	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MSA APR IP Company, LLC		
Street Address:	1000 Cranberry Woods Drive		
City:	Cranberry Township		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	74244982	ADVANTAGE	
Serial Number:	75007121	AFFINITY	
Serial Number:	71352985	COMFO	
Serial Number:	74443194	COMFO CLASSIC	
Serial Number:	74060003	COMFO ELITE	
Serial Number:	74060004	COMFO ELITE	
Serial Number:	74543416	COMFO-CAP	
Serial Number:	74285610	ESP	
Serial Number:	73679689	HOPCALITE	
Serial Number:	74443196	LOWRIDER	
Serial Number:	71448571	MERSORB	
Serial Number:	75216027	MILLENNIUM	
Serial Number:	75426579	MULTIFLEX	
Serial Number:	76667113	OPTIFILTER	
Serial Number:	74408431	OPTIMAIR	
Serial Number:	78837831	QUICKCHECK	
Serial Number:	78918022	QUIK CHEK	
Serial Number:	74532524	RESPONSE	
Serial Number:	78123515	RESPONSE	
TRADEMARK			

OP \$590.00 74244982

Property Type	Number	Word Mark
Serial Number:	74461383	SOFTFEEL
Serial Number:	72063171	ULTRA FILTER
Serial Number:	73115230	ULTRA-TWIN
Serial Number:	76568555	ULTRAVUE

CORRESPONDENCE DATA

Fax Number: 4129455933

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: 412-471-8815

Email: assignments@webblaw.com

Correspondent Name: Cecilia R. Dickson, The Webb Law Firm

Address Line 1: 420 Fort Duquesne Boulevard, Suite 1200

Address Line 2: One Gateway Center

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	2934-1804693
NAME OF SUBMITTER:	Cecilia R. Dickson, The Webb Law Firm
SIGNATURE:	/CRD/
DATE SIGNED:	04/11/2019

Total Attachments: 8

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CAPITAL CONTRIBUTION AGREEMENT

CAPITAL CONTRIBUTION AGREEMENT (this “Agreement”), dated as of September 7, 2018, by and between MSA Technology, LLC, a Pennsylvania limited liability company (“Parent”), and MSA APR IP Company, LLC, a Pennsylvania limited liability company (“Subsidiary”). Parent and Subsidiary are individually referred to as a “Party” and together as the “Parties”.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties do mutually agree as follows:

Article I

Capital Contribution

Section 1.01. Contributed Assets; Associated Liabilities.

(a) Upon the terms and subject to the conditions set forth in this Agreement, Parent agrees contribute and transfer to Subsidiary, and Subsidiary agrees to accept such contribution and acquire from Parent, on an “as is” and “where is” basis, in form and substance reasonably acceptable to the Parties, all right, title and interest of Parent to all intellectual property held by Parent that primarily or exclusively relates to the U.S. air purifying respirator manufacturing, sale and distribution business of Mine Safety Appliances Company, LLC, a Pennsylvania limited liability company (the “Contributed Assets”), including the intellectual property as set forth on Schedule 1 hereto.

(b) On the date hereof, Parent shall assign to Subsidiary all contracts, agreements and undertakings relating to the Contributed Assets.

(c) Subsidiary shall assume and agree to perform when due all liabilities and obligations relating to the Contributed Assets arising after the date hereof (the “Associated Liabilities” and, together with the Contributed Assets, the “Capital Contribution”) other than the Excluded Liabilities (as defined below).

(d) The Capital Contribution from Parent to Subsidiary represents contributions of additional paid-in capital from Parent to Subsidiary.

Section 1.02. Excluded Assets. Notwithstanding anything to the contrary herein, the Capital Contribution shall not include assets of Parent that are not expressly set forth in Section 1.01 (collectively, the “Excluded Assets”), including, without limitation:

- (a) Parent’s rights under this Agreement;
- (b) documents prepared in connection with this Agreement or the transactions contemplated hereby, tax returns, tax workpapers or tax records, and any documents that Parent is required by law to retain, or that Parent determines is necessary or advisable to retain, including financial statements and corporate or other entity filings;
- (c) tax refunds, tax rebates, or tax credits of Parent;
- (d) security deposits and pre-paid expenses of Parent; and

(e) all claims, proceedings, and causes of action related to Parent's business not expressly identified to be conveyed to Subsidiary in Section 1.01.

Section 1.03. Excluded Liabilities. Subsidiary shall not assume and shall not be obligated to assume or pay, perform or otherwise discharge any liability that is not an Associated Liability, including, without limitation: (a) any liability of Parent under this Agreement or (b) any and all liabilities associated with the Excluded Assets (clauses (a) and (b) are collectively, the "Excluded Liabilities").

Section 1.04. Further Actions. The Parties will take, sign and do, or cause to be taken, signed and done, all such further actions, deeds, documents and things as may be necessary to give full effect to the terms and intent of this Agreement.

Article II

Representations and Warranties

Section 2.01. Organization, Standing and Power. Each Party hereby represents and warrants that such entity is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite corporate power and authority to execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions contemplated hereunder.

Section 2.02. Authority. Each Party hereby represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized and approved by all necessary action on its part and no other corporate or shareholder action on its part is necessary to authorize the execution, delivery and performance by such entity of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 2.03. Execution and Delivery; Enforceability. Each Party hereby represents and warrants that it has duly and validly executed and delivered this Agreement and that this Agreement constitutes a valid and binding obligation of such entity, enforceable against it in accordance with its terms, except to the extent that such enforceability may be subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar laws affecting the enforcement of creditors' rights generally and general equitable principles.

Article III

General Provisions

Section 3.01. Entire Agreement. This Agreement and the exhibits and schedules annexed hereto contain the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. This Agreement may only be modified in a writing executed by the Parties.

Section 3.02. Binding Effect. All of the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their successors and assigns respectively. This Agreement may not be assigned by either party without the prior written consent of the other party.

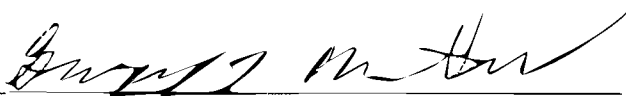
Section 3.03. Governing Law; Jurisdiction; WAIVER OF JURY TRIAL. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by and construed in accordance with, and governed in all respects by, the internal laws of the Commonwealth of Pennsylvania (without giving effect to principles of conflicts of laws). The Parties agree that all disputes, controversies or claims arising out of or relating to this Agreement, or the validity, interpretation, breach or termination of this Agreement shall be brought exclusively in the Common Pleas Court of Allegheny County in the Commonwealth of Pennsylvania and the appellate courts having jurisdiction with respect to appeals from such courts, and each party irrevocably and unconditionally submits to personal jurisdiction in such courts, and waives any objection to such venue or jurisdiction or to inconveniency of such courts. The Parties consent to service of process by mail or any other manner permitted by law. **THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER OR BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.**

Section 3.04. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and delivered to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first set forth above.

MSA TECHNOLOGY, LLC

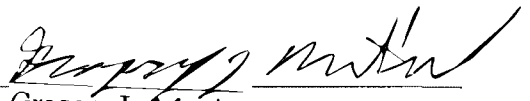


Name: Gregory L. Martin
Title: Vice President

[Signature page to Contribution Agreement (APR IP Co)]

TRADEMARK
REEL: 006619 FRAME: 0849

MSA APR IP COMPANY, LLC
By MSA TECHNOLOGY, LLC, its sole
member

By: 
Name: Gregory L. Martin
Title Vice President

[Signature page to Contribution Agreement (APR IP Co)]

TRADEMARK
REEL: 006619 FRAME: 0850

Schedule 1

Registered Trademarks

TITLE	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
ADVANTAGE	US	74244982	Feb 10, 1992	1828785	Mar 29, 1994
ADVANTAGE	AU	633858	Jul 1, 1994	633858	Dec 12, 1997
ADVANTAGE	CA	758893	Jun 27, 1994	TMA450206	Nov 17, 1995
ADVANTAGE	EM	3963535	Jul 30, 2004	3963535	Oct 18, 2005
ADVANTAGE	FR	94527226	Jul 1, 1994	94527226	Jul 1, 1994
ADVANTAGE	IT	RM94C0033	Jul 26, 1994	715692	Jul 7, 1997
ADVANTAGE	JP	663485	Jun 28, 1994	3263161	Feb 24, 1997
ADVANTAGE	GB	1578271	Jul 15, 1994	1578271	Jul 15, 1994
ADVANTAGE	BR	906549965	Jul 25, 2013		
ADVANTAGE	CO	13166032	Jul 12, 2013	490446	May 27, 2014
ADVANTAGE	CL	1067149	Jul 18, 2013	1099707	May 20, 2014
ADVANTAGE	PE	540267	Jul 16, 2013	205701	Dec 11, 2013
AFFINITY	BR	826934145	Sep 17, 2004	826934145	Mar 2, 2010
AFFINITY	CN	4273751	Sep 17, 2004	4273751	Feb 28, 2007
AFFINITY	US	75007121	Oct 6, 1995	2080050	Jul 15, 1997
AFFINITY	AU	1568652	Jul 15, 2013	1568652	Jul 15, 2013
CHEMOX	JP	4295968	Jun 26, 1968	967041	Jun 7, 1992
COMFO	BR	819559083	Oct 15, 1996	819559083	Apr 6, 1999
COMFO	CA	166797	Aug 26, 1935	UCA5243	Aug 26, 1935
COMFO	CL	61731	Dec 19, 1975	741952	Dec 12, 2005
COMFO	EC	72618	Oct 18, 1996	145398	Mar 19, 1998
COMFO	EM	320325	May 3, 1996	320325	Nov 6, 1998
COMFO	DE	M456519WZ	Dec 22, 1978	994012	Dec 22, 1978
COMFO	PE	22636	Oct 1, 1996	32706	Jan 16, 1997
COMFO	CA	165156	Oct 29, 1934	UCA4282	Oct 29, 1934
COMFO (Stylized)	US	71352985	Jun 21, 1934	318449	Oct 23, 1934
COMFO (Stylized)	CO	95007836	Feb 28, 1995	176452	Jun 30, 1995
COMFO (Stylized)	IN	230688	Aug 19, 1965	230688	Aug 9, 1965
COMFO CLASSIC	US	74443194	Oct 4, 1993	1892612	May 2, 1995
COMFO ELITE	US	74060003	May 17, 1990	1641134	Apr 16, 1991
COMFO ELITE and Design	US	74060004	May 17, 1990	1641135	Apr 16, 1991
COMFO-CAP	US	74543416	Jun 28, 1994	1914682	Aug 29, 1995
ESP	US	74285610	Jun 17, 1992	1798583	Oct 12, 1993

HOPCALITE	US	73679689	Aug 13, 1987	1530415	Mar 21, 1989
LOWRIDER	US	74443196	Oct 4, 1993	1924477	Oct 3, 1995
MERSORB (Stylized)	US	71448571	Nov 12, 1941	393972	Mar 10, 1942
MILLENNIUM	US	75216027	Dec 19, 1996	2272657	Aug 24, 1999
MSA ADVANTAGE	DE	M783149W	Jul 4, 1994	2907580	Jun 7, 1995
MULTIFLEX	US	75426579	Jan 30, 1998	2242690	May 4, 1999
OPTIFILTER (Stylized)	US	76667113	Oct 10, 2006	3232274	Apr 24, 2007
OPTIMAIR	US	74408431	Jun 30, 1993	1840385	Jun 21, 1994
OPTIMAIR	CN	12146882	Feb 4, 2013	12146882	Jul 28, 2014
OPTIMAIR	BR	906550050	Jul 25, 2013	906550050	May 31, 2016
OPTIMAIR	AU	1568650	Jul 15, 2013	1568650	Jul 15, 2013
QUICKCHECK	US	78837831	Mar 15, 2006	3270318	Jul 24, 2007
QUIK CHEK	US	78918022	Jun 27, 2006	3237131	May 1, 2007
RESPONSE	US	74532524	Jun 2, 1994	1900617	Jun 20, 1995
RESPONSE	US	78123515	Apr 23, 2002	2960704	Jun 7, 2005
SAVOX	ZA	200103656	Mar 2, 2001	200103656	Dec 19, 2005
SOFTFEEL	US	74461383	Nov 12, 1993	1932124	Oct 31, 1995
ULTRA FILTER	US	72063171	Nov 25, 1958	679694	Jun 2, 1959
ULTRA-TWIN	US	73115230	Feb 9, 1977	1073951	Sep 27, 1977
ULTRAVUE	US	76568555	Jan 7, 2004	2954397	May 24, 2005

Patents

TITLE	COUNTRY	APPLICATION NO.	APPLICATION DATE	PATENT NO.	GRANT DATE
Respirator Filter	US	09140144	Aug 26, 1998	5992414	Nov 30, 1999
Flexible Respirator Filter	US	09217165	Dec 21, 1998	6345620	Feb 12, 2002
Protective Hoods And Neck Seals For Use Therein	US	10133857	Apr 26, 2002	6892725	May 17, 2005
Respirator Facepieces	US	10143283	May 10, 2002	7261104	Aug 28, 2007
Spectacle Frame Mount For Face Mask	US	12435475	May 5, 2009	7677724	Mar 16, 2010
Protective Hoods And Neck Seals For Use Therein	DE	037136173	Feb 24, 2003	60305909.0	Jun 7, 2006
Respirator Facepieces	JP	2002589086	May 10, 2002	04091439	Mar 7, 2008

Protective Hoods And Neck Seals For Use Therein	FR	037136173	Feb 24, 2003	1499395	Jun 7, 2006
Protective Hoods And Neck Seals For Use Therein	GB	037136173	Feb 24, 2003	1499395	Jun 7, 2006
Materials, Method and Apparatus for Detection and Monitoring of Chemical Species	US	09072283	May 4, 1998	6221673	Apr 24, 2001