

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Assignment of Security Interest (Intellectual Property)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REGIONS BANK		05/15/2019	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	101 N. Tryon St., One Independence Center		
Internal Address:	Doc Retention Center, NC-1-001-05-13		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 113			
Property Type	Number	Word Mark	
Registration Number:	4861188	FLEX 24-7	
Registration Number:	1879139	ADVANTAGE	
Registration Number:	2100397	ARTIC JACK	
Registration Number:	4769938	BACKDRAFT	
Registration Number:	2944390	BEAR KAT	
Registration Number:	1446570	BIG JAKE	
Registration Number:	1940313	BLACK JACK	
Registration Number:	2418001	BLACKJACK	
Registration Number:	3321997		
Registration Number:	1483140	BLUE BEAST	
Registration Number:	2672912	BLUE COAT	
Registration Number:	1560638	BLUE GRIT	
Registration Number:	1446571	BRONCO	
Registration Number:	0200394	BULL'S EYE	
Registration Number:	2727584	CHECKMATE	
Registration Number:	1829790	CONTRACTOR	
Registration Number:	1560685	CREWS	
Registration Number:	2248643		

OP \$2840.00 4861188

Property Type	Number	Word Mark
Registration Number:	3489965	DALLAS
Registration Number:	2887313	DESPERADO
Registration Number:	2488050	DEUCE
Registration Number:	2498635	DUOPRENE
Registration Number:	2316905	DURAMASS
Registration Number:	2394014	DURAMASS AF4
Registration Number:	1546181	ENGINEER
Registration Number:	2036171	EXCALIBUR
Registration Number:	2961346	FDP
Registration Number:	1514425	FIREWALL
Registration Number:	2358956	FLEX-TUFF
Registration Number:	3726622	FORCE FLEX
Registration Number:	1549948	FOREMAN
Registration Number:	2057878	FROSTBITE
Registration Number:	4071250	G-BLOC
Registration Number:	4206283	HELLION
Registration Number:	4385464	HELLKAT
Registration Number:	2897845	HOMBRE
Registration Number:	1466396	HONEY GRIP
Registration Number:	4847966	HYDROBLAST
Registration Number:	3723616	INERTIA
Registration Number:	1531817	INNOVATOR
Registration Number:	3999577	JUST TRY TO OUTWORK US
Registration Number:	2902031	KLONDIKE
Registration Number:	1483141	KODIAK
Registration Number:	3437006	LAW
Registration Number:	4302568	MANTIS
Registration Number:	1577473	MATRIX
Registration Number:	4697063	MAX 3
Registration Number:	4697064	MAX 6
Registration Number:	4565627	MAX COMFORT
Registration Number:	3710397	MAX-LITE
Registration Number:	3071807	MCR SAFETY
Registration Number:	3999558	MCR SAFETY
Registration Number:	3858298	MEMPHIS HARBOR MASTER
Registration Number:	2302438	NITRISHIELD
Registration Number:	2312213	NITRI SHIELD
Registration Number:	3862061	NITRI SHIELD STEALTH

Property Type	Number	Word Mark
Registration Number:	4870107	PANTERA
Registration Number:	3659271	PLASMA
Registration Number:	2457726	PREDAKNIT
Registration Number:	1917188	PRODIGY
Registration Number:	3967283	RATTLER
Registration Number:	4302563	REAPER
Registration Number:	2489467	RED BRICK
Registration Number:	2497194	RED BRICK
Registration Number:	0330159	RED HARE
Registration Number:	2716072	RED RAM
Registration Number:	2605730	REDCOAT
Registration Number:	1814792	RIVER CITY
Registration Number:	2406842	RT2
Registration Number:	3101123	RUBICON
Registration Number:	2131417	RX OPTION
Registration Number:	3729905	SAFE2BREATHE
Registration Number:	3955649	SAFEWAVES
Registration Number:	3913730	SHELBY
Registration Number:	1603489	SHELBY
Registration Number:	3979400	SHELBY FLEX-POINTS
Registration Number:	4115575	SHELBY KOALA GOLD
Registration Number:	2445227	SIDEKICK
Registration Number:	2088160	SNAKESKINS
Registration Number:	2347639	STEAMBLOCK
Registration Number:	1477847	STEELCORE
Registration Number:	2152759	STORM
Registration Number:	2559100	STRATOS
Registration Number:	4143251	SWAGGER
Registration Number:	2249861	TACOMA
Registration Number:	2039507	TAHOE
Registration Number:	2574704	THE #1 GLOVE IN FIRE
Registration Number:	1483538	THE CONSOLIDATOR
Registration Number:	2488013	THERMO SOCK
Registration Number:	4043320	TOASTYSEAT
Registration Number:	2570081	TOMAHAWK
Registration Number:	2607785	TREMOR
Registration Number:	3512331	TRIBAL
Registration Number:	2724864	TRIWEAR

Property Type	Number	Word Mark
Registration Number:	2615939	ULTRA TECH
Registration Number:	4744595	USS DEFENSE
Registration Number:	2019571	VERDICT
Registration Number:	1410662	VIBRA-SORB
Registration Number:	1681284	WHIZBANG
Registration Number:	3797270	XCAVATOR
Registration Number:	3530733	XO SKELETON
Registration Number:	2629183	XTRICATION
Registration Number:	1881338	YUKON
Registration Number:	2528333	ZX
Serial Number:	86170945	BLACKKAT
Serial Number:	86539456	DOMINATOR
Serial Number:	86512792	EYETICKET
Serial Number:	86526564	FLEXTUFF
Serial Number:	85382556	MEMPHIS COLOR FUSION
Serial Number:	86170818	MEMPHIS DIE HARD
Serial Number:	86261164	PREDAGRIP
Serial Number:	86348572	PREFECT
Serial Number:	86253351	VERSIO

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 327000.028020

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 05/17/2019

Total Attachments: 8

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**NOTICE OF ASSIGNMENT OF SECURITY INTEREST
(INTELLECTUAL PROPERTY)**

This **NOTICE OF ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY)** (this "Notice"), dated as of May 15, 2019 (the "Effective Date"), is entered into among **REGIONS BANK** ("Regions"), **BANK OF AMERICA, N.A.** ("Bank of America"), and **SHELBY GROUP INTERNATIONAL, INC.**, a Tennessee corporation (the "Borrower").

WHEREAS, the Borrower, the Lenders, and Regions, in its capacity as the Agent for the Lenders, are parties to that certain Fourth Amended and Restated Loan and Security Agreement, dated as of June 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Loan Agreement");

WHEREAS, pursuant to the Loan Documents (as defined in the Loan Agreement), the Borrower granted to Regions a security interest in certain collateral;

WHEREAS, Regions and the Borrower entered into the Patent Assignment of Security and Trademark Assignment of Security as identified on Schedule A attached hereto (the "IP Security Agreements").

WHEREAS, the IP Security Agreements were recorded with the United States Patent and Trademark Office as identified on Schedule A attached hereto; and

WHEREAS, pursuant to that certain Sale and Assignment Agreement dated as of the Effective Date entered into by and among Regions, Bank of America and the Borrower (the "Sale and Assignment Agreement") Regions has sold, transferred and assigned to Bank of America all of Regions' interest as Agent and Lender in and to the assets, and under documents described therein, including the IP Security Agreements, on the terms and subject to the conditions set forth therein.

NOW, THEREFORE, IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Sale and Assignment Agreement or the Loan Agreement, as applicable.

2. Assignment of Interests. Pursuant to the terms and conditions set forth in the Sale and Assignment Agreement, Regions assigned any interests it may have in the Collateral and the Security Documents, and any Liens it holds under the Security Documents, including without limitation the IP Security Agreements and the Collateral scheduled on the IP Security Agreements identified on Schedule A attached hereto, to Bank of America. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the Collateral granted to Regions, in its capacity as the Agent, including the IP Security Agreements and the Collateral scheduled on the IP Security Agreements identified on Schedule A attached hereto, which security interest is assigned to Bank of America.

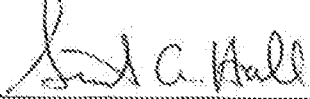
3. Incorporation. All terms set forth in the Sale and Assignment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Sale and Assignment Agreement, the terms set forth in Sale and Assignment Agreement shall control. Without limiting the generality of the foregoing, Regions does not make and hereby specifically disclaims, any and all warranties or representations concerning the validity, legality or enforceability of any of the assets assigned pursuant to the Sale and Assignment Agreement; the validity, perfection, priority or extent of

any liens in favor of Regions; the existence, location, quantity or value of any collateral; the solvency, financial condition or business prospects of the Borrower; or the collectibility of any of the obligations assigned. The sale of assets described in the Sale and Assignment Agreement shall be without recourse to Regions, except for any actual damages proximately caused by Regions' breach of any of its specific representations and warranties set forth in Section 6 of the Sale and Assignment Agreement.

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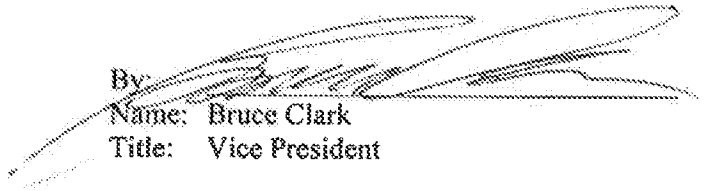
IN WITNESS WHEREOF, the parties hereto have caused this Notice to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

REGIONS BANK

By: 
Name: STUART A HALL
Title: Senior Vice President

[Signatures Continue on Following Page]

BANK OF AMERICA, N.A.

By: 
Name: Bruce Clark
Title: Vice President

[Signatures Continue on Following Page]

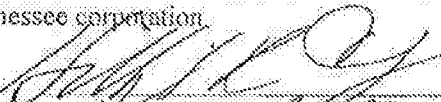
ACKNOWLEDGED AND AGREED:

SHELBY GROUP INTERNATIONAL, INC., a
Tennessee corporation

By:

Name:

Title:


Richard R. Cross Jr.
Chairman

Schedule A

**Patent Assignment of Security
Granted by Shelby Group International, Inc.
In Favor of Regions Bank
Recorded May 2, 2016 at Reel 038435 Frame 0469**

	<u>Patents</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
1.	Glove Construction and Method of Making	4733413	3/5/1987	USA
2.	Firefighter glove and method of manufacture	5349705	9/27/1994	USA
3.	Prescription Lens attachable to Safety Glasses	5428407	6/27/1995	USA
4.	Means for mounting a prescription lens Accessory onto a pair of glasses	5493348	2/20/1996	USA
5.	Safety glasses and prescription lens insert combination	D3372490	8/6/1996	USA
6.	Prescription Lens attachable to Safety Glasses	5608470	3/4/1997	USA
7.	Safety Goggle Assembly including corrective Lenses	5657106	8/12/1997	USA
8.	Safety Glasses-Ornamental design for safety glasses	D401607	11/24/1998	USA
9.	Angularly adjustable temples for eyeglasses	5980038	11/9/1999	USA
10.	Safety Glasses-Ornamental design for safety glasses	D418533	1/4/2000	USA
11.	Eyeglasses with improved lens tilting support structure	6464354	10/15/2002	USA
12.	Improved Glove patent/Glove Construction and Method of Making Same	7784113	3/2/2005	USA
13.	Glove Finger Attachment System	9072325	7/7/2015	USA
	<u>Patent Applications</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>
1.	Glove Thermal Protection System	13837987	3/15/2013	USA

**Trademark Assignment of Security
Granted by Shelby Group International, Inc.
In Favor of Regions Bank
Recorded May 2, 2016 at Reel 5782 Frame 0646**

Trademark	Country of Registration	Reg #	Registration Date
24-7	US	4861188	1/24/2015
Advantage	US	1878138	2/14/1995
Art-Jack (and Design)	US	2100997	5/23/1997
Backdraft	US	4758038	7/7/2013
Bear Kat	US	2944389	4/26/2005
Big Jake	US	1448579	7/7/1987
Black Jack	US	1940313	12/12/1989
BlackJack	US	2418001	5/9/2001
Black Line	US	3321997	10/23/2007
BlackKat	US	86172648	9/17/2015
Blue Beast	US	1483140	4/5/1989
Blue Coat	US	2672912	7/7/2003
Blue Gra	US	1562838	10/17/1989
Branco	US	1448571	7/7/1987
Stuffs Eye	US	6202384	6/28/1989
Checkmate	US	2737584	6/11/2003
Contractor	US	1828790	4/5/1984
Crows	US	1568885	10/17/1989
Crows Logo	US	2248843	8/17/1999
Dales	US	2489885	8/19/2008
Desperate	US	3887313	9/21/2004
Deuce	US	2488058	9/11/2007
Dominator	US	8853545	
Ducprane	US	2405535	10/18/2001
Dynamass	US	2319915	2/8/2000
Dynamass AF4	US	2304014	10/10/2000
Engineer	US	1548181	7/4/1985
Eye-bar	US	2938171	8/4/1997
Eye-keel	US	8851272	
FLIP	US	2981348	8/7/2000
Flexall	US	1514425	11/25/1989
Flex-Tuff	US	8832654	
Flex-Tuff	US	2358955	8/22/2000
Force Flex	US	3725622	12/19/2009
Foreman	US	1548048	8/11/1989
Frostbite	US	2057878	4/28/1994
G-Block	US	4071250	12/13/2011
Hellon	US	4288283	9/11/2012
HellKat	US	4305464	8/13/2013
Hombre	US	2887848	10/26/2004
Honey Grip	US	1488396	11/24/1987
Hydroblast	US	4847888	11/3/2015
Inertia	US	3723818	12/8/2009
Innovator	US	1531817	3/28/1989
Just Try to Outwork us	US	3988877	7/19/2011
Koncrete	US	2662831	11/9/2004
Koolak	US	1488141	4/5/1989
Law	US	3437898	5/27/2008
Max-Lex	US	4357588	8/12/2015
Matix	US	1577475	11/8/1990
Max 3	US	4697043	3/3/2016
Max 8	US	4827254	3/2/2015
Max Comfort	US	4181527	7/8/2014
Maxite	US	3713987	11/18/2006
MCR Safety	US	3071807	2/1/2006

Trademark	Country of Registration	Reg #	Registration Date
MCR Safety and Design	US	8888888	7/18/2011
Memphis Cold Fusion	US	8888888	
Memphis One Hand	US	88170818	
Memphis Harbor Master	US	8888888	10/8/2010
Memphis	US	2322438	12/21/1888
Metalhead (and design)	US	8812213	1/26/2008
Metalhead System	US	8888888	10/12/2010
Metals	US	4870127	12/15/2015
Metals	US	8888888	7/21/2008
Metals	US	88381184	
Metals	US	8888888	8/5/2011
Metals	US	88348572	
Metals	US	1817188	8/8/1888
Metals	US	8887288	8/24/2011
Metals	US	4870127	3/7/2015
Metals	US	8888888	8/1/2001
Metals (and design)	US	8887184	1/26/2011
Metals	US	8888888	1/18/1888
Metals	US	8718872	5/13/2013
Metals	US	8888888	8/8/2012
Metals	US	1814742	1/8/1888
Metals	US	2498842	11/21/2008
Metals	US	3181123	6/8/2008
Metals	US	2131417	1/20/1888
Metals	US	8718872	12/22/2008
Metals	US	8888888	8/20/11
Metals	US	8818780	2/12/2011
Metals (stylized)	US	1883488	8/20/1888
Metals Flex Points	US	8878888	8/12/2010
Metals Kona Cord	US	4118872	3/20/2012
Metals (and design)	US	2485227	8/17/2011
Metals	US	8888888	8/12/1887
Metals (and design)	US	2487888	8/20/2010
Metals	US	1477847	2/23/1888
Metals	US	2131417	4/21/1888
Metals	US	2388103	4/8/2012
Metals	US	4142281	8/5/2012
Metals	US	2488888	8/1/1888
Metals	US	2088888	2/18/1887
The 81 Glove in Fire	US	8878788	8/28/2012
The Connector	US	1488888	4/21/1888
ThermoSock	US	2488888	8/1/2001
Tossy Seed	US	4843320	1/18/2011
Torahawk	US	8778888	5/14/2012
Trenor	US	8887788	8/12/2012
Tribal	US	8812213	10/7/2008
Trenor	US	8778888	8/12/2012
UltraTech	US	2818929	8/2/2012
USS Defense	US	4744597	5/28/2015
Verdict	US	2818871	11/28/1888
Vento	US	8878888	
Vent-Born	US	1418888	8/23/1888
Ventberg	US	1881288	8/5/1888
Ventator	US	3787270	8/12/2010
VO Systems	US	8830700	1/11/2008
Vincation	US	2828188	10/12/2012
V. van	US	1881288	8/28/1888
ZK	US	2828333	10/2/2012