

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HONEYWELL INTERNATIONAL INC.		01/11/2021	Corporation:
RECEIVING PARTY DATA			
Name:	US FOOTWEAR HOLDINGS LLC		
Street Address:	300 S. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4105695	PUDDLETONS	
Registration Number:	4511526	XPRESSCOOL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5133694250		
Email:	ipdocket@porterwright.com		
Correspondent Name:	Martin J. Miller		
Address Line 1:	41 South High Street		
Address Line 2:	Suite 2900		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Martin J. Miller		
SIGNATURE:	/Martin J. Miller/		
DATE SIGNED:	03/15/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of January 11, 2021, is made by and between HONEYWELL INTERNATIONAL INC., a Delaware corporation having an address at 300 S. Tryon Street, Charlotte, NC 28202 (the "Assignor") and US Footwear Holdings LLC, a Delaware limited liability company having an address at 300 S. Tryon Street, Charlotte, NC 28202 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor, Honeywell Safety Products USA, Inc., and Assignee entered into that certain Contribution Agreement, dated as of January 11, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith and all applications, registrations and renewals in connection therewith (the "Assigned Trademarks"); and

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and in the Contribution Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Contribution Agreement.

Section 2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, assumes and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 3. Governing Law. Any disputes arising out of or relating to this Agreement, including, without limitation, to its execution, performance or enforcement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware,

regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 4. Entire Agreement. This Agreement, together with the Contribution Agreement, and the Exhibits and Schedules hereto and thereto, contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the parties hereto with respect to the subject matter hereof other than those set forth or referred to herein or therein. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each party hereto. The parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Contribution Agreement, which govern the parties' rights and interests in the Assigned Trademarks. In the event of a conflict between this Agreement and the Contribution Agreement, the terms of the Contribution Agreement shall govern.

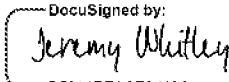
Section 5. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

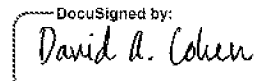
ASSIGNOR:

HONEYWELL INTERNATIONAL INC.

By:  _____
Name: _____
Title: _____

ASSIGNEE:

US FOOTWEAR HOLDINGS LLC

By:  _____
Name: _____
Title: _____

SCHEDULE 1**TRADEMARKS**

Mark Name	Country/Jurisdiction Name	Application Number	Registration Number	Registration Date	Registered Owner	All Classes
PUDDLETONS	Canada	1639185	897375	2/25/2015	HONEYWELL INTERNATIONAL INC.	25
PUDDLETONS	EUIPO	012061933	012061933	12/26/2013	HONEYWELL INTERNATIONAL INC.	25
PUDDLETONS	Japan	63615/2011	5469496	2/10/2012	HONEYWELL INTERNATIONAL INC.	25
PUDDLETONS	Norway	201309795	273236	11/26/2013	HONEYWELL INTERNATIONAL INC.	25
PUDDLETONS	United States	85/415170	4105695	2/28/2012	HONEYWELL INTERNATIONAL INC.	25
XPRESCOOL	Canada	1588980	885245	9/4/2014	HONEYWELL INTERNATIONAL INC.	25
XPRESCOOL	China	11240160	11240160	3/28/2014	HONEYWELL INTERNATIONAL INC.	25
XPRESCOOL	United States	85/682820	4511526	4/8/2014	HONEYWELL INTERNATIONAL INC.	25
PUDDLETONS	United Kingdom	012061933	UK009012061933	12/26/2013	HONEYWELL INTERNATIONAL INC.	25