

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719598

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the State of Incorporation of Monadnock Lifetime Products, Inc. from a Delaware Corporation to a New Hampshire Corporation previously recorded on Reel 003921 Frame 0250. Assignor(s) hereby confirms the assignment of entire interest and the goodwill to Assignee.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monadnock Lifetime Products, Inc.		12/31/2008	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Safariland, LLC		
Street Address:	13386 International Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32218		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2610798	SUPER GRIP	
Registration Number:	2488226	SAFETY TIP	
CORRESPONDENCE DATA			
Fax Number:	2122453009		
<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:	2125416222		
Email:	Trademark@kanekessler.com		
Correspondent Name:	Brendan P. McFeely		
Address Line 1:	600 Third Avenue		
Address Line 2:	35th Floor		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	8485-94		
NAME OF SUBMITTER:	Brendan P. McFeely		
SIGNATURE:	/Brendan P. McFeely/		
DATE SIGNED:	04/07/2022		

OP \$65.00 2610798

Total Attachments: 12

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monadnock Lifetime Products, Inc.		12/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Safariland, LLC		
Street Address:	13386 International Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32218		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2610798	SUPER GRIP	
Registration Number:	2488226	SAFETY TIP	
CORRESPONDENCE DATA			
Fax Number:	(212)245-3009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2125195192		
Email:	skaplan@kanekessler.com		
Correspondent Name:	Susan S. Kaplan		
Address Line 1:	1350 Avenue of the Americas		
Address Line 2:	Kane Kessler, P.C.		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	2198-2005		
NAME OF SUBMITTER:	Susan S. Kaplan		
Signature:	/susan s. kaplan/		

OP \$65.00 2610798

Date:

01/19/2009

Total Attachments: 4

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Assignment of Intellectual Property Rights


This Assignment of Intellectual Property Rights (the "Assignment") is entered into on December 31, 2008, by and between Safariland, LLC, a Delaware limited liability company ("Safariland"), and Monadnock Lifetime Products, Inc., a Delaware corporation and wholly owned subsidiary of Safariland ("Monadnock").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Monadnock hereby contributes, assigns, transfers, conveys and delivers to Safariland, and Safariland hereby accepts and assumes, all of its right, title and interest in and to the patents and patent applications, registered trademarks and applications to register trademarks (the "Intellectual Property") listed on Schedule 1 attached hereto, together with all of the goodwill associated with such Intellectual Property and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Safariland for its own use and for the use of its successors and assigns.

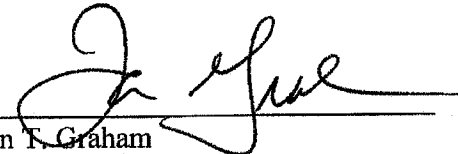
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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

SAFARILAND, LLC

By: 
Ian T. Graham
Vice President and Secretary

MONADNOCK LIFETIME PRODUCTS, INC.

By: 
Ian T. Graham
Vice President and Secretary

Schedule 1

See attached.

WAI-2905496v3

Monadnock Lifetime Products, Inc. (DE)		13386 International Parkway Jacksonville, FL 32218			
Country	Mark	Classes	App. #	App. Dt	Reg. #
United States	SUPER GRIP	8	75/727,162	6/10/1999	2,610,798
United States	SAFETY TIP	8	75/603386	12/10/1998	2,488,226
					Reg. Dt
					8/20/2002
					9/11/2001
					Status
					Registered
					Registered

State of New Hampshire

Filed
Date Filed: 03/03/2009
Business ID:
William M. Gardner
Secretary of State

Filing fee: \$35.00

Use black print or type.

RSA 293-A:11.05

**Form must be single-sided, on 8½" x 11" paper;
double sided copies will not be accepted.**

ARTICLES OF MERGER OF DOMESTIC AND FOREIGN CORPORATIONS

SAFARILAND, LLC

(surviving corporation)

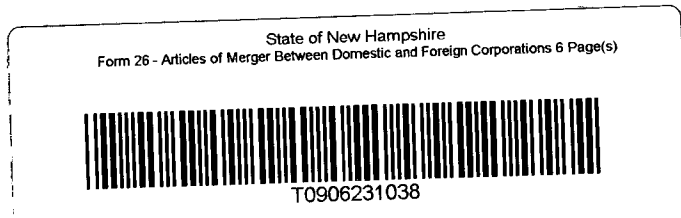
PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED DOMESTIC AND FOREIGN CORPORATIONS ADOPT THE FOLLOWING ARTICLES OF MERGER FOR THE PURPOSE OF MERGING THEM INTO ONE OF SUCH CORPORATIONS:

FIRST: The plan of merger was approved by each of the undersigned corporations in the manner prescribed by the New Hampshire Business Corporation Act. **THE PLAN OF MERGER IS ATTACHED.** (Note 1)

Name of Domestic Corporation: Monadnock Lifetime Products, Inc.

- (Check one) A. Shareholder approval was **not** required.
- B. Shareholder approval was required. (Note 2)

Designation (class or series) of voting group	No. of shares outstanding	Total no. of votes entitled to be cast	Total no. of votes cast		OR	Total no. of undisputed votes FOR
			FOR	AGAINST		
Common Stock	100	100	100	0		



SECOND: The number of votes cast for the plan by each voting group was sufficient for approval by each voting group.

Name of Foreign Corporation: Safariland, LLC

State of Incorporation Delaware (limited liability company)

THIRD: The laws of the state under which the foreign corporation was organized permit such a merger and the foreign corporation has complied with the laws of that state in effecting the merger.

FOURTH: The aggregate number of shares, which the surviving corporation has authority to issue as a result of the merger is (Note 3): _____

Monadnock Lifetime Products, Inc. _____ (Note 4)

(Corporate Name)

(Signature) (Note 5)

Ian T. Graham

(Print or type name)

Vice President and Secretary _____ (Note 5)

(Title)

Date signed: 2/19/09

Safariland, LLC _____ (Note 4)

(Corporate Name)

(Signature) (Note 5)

Ian T. Graham

(Print or type name)

Vice President and Secretary _____ (Note 5)

(Title)

Date signed: 2/19/09

- Notes:
1. The Plan of Merger must be submitted with this form.
 2. All sections under "B" must be completed. If any voting group is entitled to vote separately, give respective information for each voting group. (See RSA 293-A:1.40 for definition of voting group.)
 3. Complete this section if surviving corporation is a domestic corporation.
 4. Exact corporate names of respective corporations executing the articles.
 5. Signature and title of person signing for the corporation. Must be signed by chairman of the board of directors, president or other officer; or see RSA 293-A:1.20(f) for alternative signatures.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and DATED AND SIGNED ORIGINAL (INCLUDING PLAN OF MERGER) to: Corporate Division, Department of State, 107 North Main Street, Concord NH 03301-4989.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of February 19, 2009, is by and between Monadnock Lifetime Products, Inc., a New Hampshire corporation ("Monadnock"), and Safariland, LLC, a Delaware limited liability company ("Safariland", and together with Monadnock, the "Constituent Entities").

RECITALS

A. On the Effective Date, the Constituent Entities desire to merge Monadnock with and into Safariland with Safariland as the surviving company of the merger (the "Merger") pursuant to Section 293-A:11.08 of the New Hampshire Business Corporation Act (the "NHBCA") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA").

B. Safariland is the sole shareholder of Monadnock.

C. The Constituent Entities and their respective Boards of Directors or Managers deem it advisable and in the best interests of such business entities and their respective shareholders or members to merge each of the Constituent Entities pursuant to the provisions of the NHBCA and DLLCA and this Agreement.

D. The respective Boards of Directors or Managers of the Constituent Entities have, by resolutions duly adopted, (a) approved this Agreement and directed that it be executed by the respective authorized persons, and (b) directed that it be submitted for approval by (i) the sole shareholder of Monadnock, and (ii) the sole member of Safariland.

E. The parties intend that the Merger constitute a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the parties' mutual covenants and agreements set forth herein, and for other good, valuable and adequate consideration received, the parties hereby agree as follows:

1. **Merger:** On the Effective Date, Monadnock shall be merged with and into Safariland with Safariland as the surviving company of the Merger (the "Surviving Company").

2. **Certificate of Formation of the Surviving Company:** The certificate of formation of Safariland (the "Certificate of Formation") in effect immediately prior to the Effective Date shall continue in full force and effect following the Effective Date as the Certificate of Formation of the Surviving Company.

3. **Operating Agreement of the Surviving Company:** The operating agreement of Safariland (the "Operating Agreement") in effect immediately prior to the Effective Date shall continue in full force and effect following the Effective Date as the Operating Agreement of the Surviving Company.

4. **Managers of the Surviving Company:** The managers of Safariland in office immediately prior to the Effective Date shall continue following the Effective Date to be the managers of the Surviving Company, all of whom shall hold their respective positions until their tenure is terminated in accordance with the Operating Agreement of the Surviving Company.

5. **Conversion of Shares:**

(a) As of the Effective Date, all of the issued and outstanding shares of Monadnock shall, by virtue of the Merger and without any action on the part of any of the holders thereof, be cancelled.

(b) Each membership interest of Safariland that is issued and outstanding immediately prior to the Effective Date shall remain issued and outstanding following the Effective Date as the only issued and outstanding membership interests of the Surviving Company.

6. **Terms and Conditions:**

(a) The Merger shall become effective on February 21, 2009 (the "Effective Date"). For the avoidance of doubt, the Effective Date will occur (i) after the completion of the merger of Second Chance Armor, Inc. with and into Safariland, with Safariland as the surviving company of the merger, and (ii) prior to the completion of the merger of Bianchi International with and into Safariland, with Safariland as the surviving company of the merger.

(b) On the Effective Date, the effect of the Merger shall be as provided by Section 293-A:11.06 of the NHBCA and Section 18-209 of the DLLCA. Without limiting the generality of the foregoing, and subject thereto, on the Effective Date all the property, rights, privileges and other assets of every kind and description of each of the Constituent Entities shall be transferred to, vest in and devolve upon the Surviving Company without further act or deed and all property, rights and every other interest of each of the Constituent Entities shall be the property of the Surviving Company.

(c) Each of the members of the Board of Directors or Managers of the Surviving Company and each of the Constituent Entities are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which are necessary to carry out or put into effect any of the provisions of this Agreement or of the Merger provided for herein.

7. **Miscellaneous:**

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, that nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(b) This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

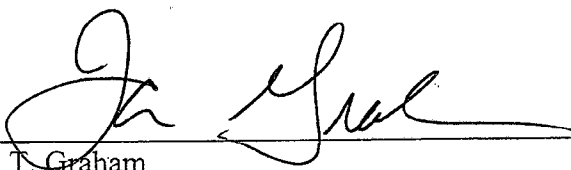
(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement is hereby executed and acknowledged as of the date first set forth above on behalf of each of the parties hereto.


SAFARILAND, LLC

By: _____


Ian T. Graham
Vice President and Secretary

MONADNOCK LIFETIME PRODUCTS, INC.

By: _____


Ian T. Graham
Vice President and Secretary