

09-13-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101457722

8-14-00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
1 / 1 / 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Daloz Safety, Inc.

1/1/00

Formerly WGM Safety Corp.

75644289

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Daloz Fall Protection Investment Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 Delaware Avenue

Address (line 2) Suite 700

Address (line 3) Wilmington DE USA 19801
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

09/12/2000 MTHAI1 00000306 75644289
40.00 DP
525.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 3651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75644289"/>	<input type="text" value="75644137"/>	<input type="text" value="75713035"/>
<input type="text" value="75644058"/>	<input type="text" value="75644097"/>	<input type="text" value="75644057"/>
<input type="text" value="75644290"/>	<input type="text" value="75644059"/>	<input type="text" value="75793401"/>

<input type="text" value="2184355"/>	<input type="text" value="2287193"/>	<input type="text" value="1211365"/>
<input type="text" value="2159567"/>	<input type="text" value="1620975"/>	<input type="text" value="1558832"/>
<input type="text" value="2182280"/>	<input type="text" value="1560575"/>	<input type="text" value="1560575"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jessica C. LaManna

Name of Person Signing

Jessica C. LaManna

Signature

8/10/00

Date Signed

Daloz Safety, Inc.

Trademark Application or Registration Numbers Continued

Trademark Application Number: 75-793405
75-644057

Trademark Registration Numbers: 1558830
1773503

ASSIGNMENT OF REGISTERED TRADEMARKS

ASSIGNMENT OF REGISTERED TRADEMARKS effective as of January 1, 2000, by DALLOZ SAFETY, INC., a Delaware corporation ("Assignor"), with offices at 2nd and Washington Streets, Reading, Pennsylvania 19601, to DALLOZ FALL PROTECTION, INC., a Delaware corporation ("Assignee"), with offices at 1355 15th Street, Franklin, Pennsylvania 16323.

BACKGROUND

Assignor is the sole owner of the United States Patent and Trademark Office and foreign trademark registrations for the trademarks set forth on Schedule "A" attached hereto (the "Scheduled Trademarks").

AGREEMENT

NOW, THEREFORE, in partial consideration for the stock transferred to Assignor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto the Assignee Assignor's entire right, title and interest in, to and under the Scheduled Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses in connection with the Scheduled Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

2. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of reasonable out-of-pocket expenses in connection with clause (b) below), Assignor shall promptly take such actions and execute and deliver such documents and instruments as the Assignee or its counsel may reasonably request in order to (a) perfect and record the Assignee's ownership rights in the Rights and/or (b) prosecute any infringements thereof

3. Counterparts. Each copy of this Assignment which Assignor signs to facilitate recording of the Assignee's interest in the Rights shall be deemed an original.

4. Successors, Etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or its obligations hereunder without the prior written consent of the Assignee. Any assignment which contravenes this Section 4 shall be void ab initio.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

DALLOZ SAFETY, INC.

By V. Don McCracken
Title: Chief Executive Officer

"Assignor"

**SCHEDULE A TO
ASSIGNMENT OF REGISTERED TRADEMARKS**

SCHEDULED TRADEMARKS

Trademark	Country	Registration Number	Registration Date	Serial Number	Filing Date	Intl. Class	Current Owner
MS Miller	USA	Not available	N/A	75-644289	02/19/99	009	Daloz Safety, Inc.
Manhandler	USA	2184355	08/25/98	74-692301	06/22/95	007	Daloz Safety, Inc.
Miller FAS	USA	Not available	N/A	75-644058	02/19/99	042	Daloz Safety, Inc.
Duraflex	USA	2159567	05/19/98	75-147136	08/08/96	009	Daloz Safety, Inc.
Stretchstop	USA	2182280	08/18/98	75-317300	06/30/97	009	Daloz Safety, Inc.
Stretchstop	Mexico	Not available	N/A	318772		009	Daloz Safety, Inc.
Stretchstop	EU	Not available	N/A	624502		009	Daloz Safety, Inc.
Stretchstop	Canada	Not available	N/A	TM518074		009	Daloz Safety, Inc.
Sofstop	USA	2287193	10/19/99	75-414169	01/06/98	009	Daloz Safety, Inc.
Suretrack	USA	1620975	11/06/90	75-009585	12/11/89	009	WGM Safety Corp.*
Miller	USA	1560575	10/17/89	73-742767	07/28/88	009	WGM Safety Corp.*
Manyard	USA	1211365	10/05/82	73-290778	12/22/80	009	WGM Safety Corp.*
Manyard	EU	Not available	N/A	625111	08/28/97	009	WGM Safety Corp.*
Manyard	CAN	Not available	N/A	855375	09/05/97	009	WGM Safety Corp.*
Manyard	MEX	594870	11/30/98	338267	07/02/98	009	WGM Safety Corp.*
Miller Troll	USA	Not available	N/A	75-644290	02/19/99	041	Daloz Safety, Inc.
Miller (Block Letters)	EU	Not available	N/A	624882	08/28/97	009	Daloz Safety, Inc.
Miller (Block Letters)	CAN	507479	02/02/99	855376	09/05/97	009	Daloz Safety, Inc.
Miller (Block Letters)	MEX	Not available	N/A	338268	07/21/98	009	Daloz Safety, Inc.
Miller (Block Letters)	USA	1558832	10/03/89	73-740946	07/19/88	009	WGM Safety Corp.*
Miller – Elephant Design	USA	1560575	10/17/89	73-742767	7/28/88	009	WGM Safety Corp.*

* WGM Safety Corp. changed its name to Daloz Safety, Inc. on October 31, 1996.

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Intl. Class</u>	<u>Current Owner</u>
Elephant on Pole Design	USA	1558830	10/03/89	73-740544	07/18/88	009	WGM Safety Corp *
Miller Minilite	USA	Not available	N/A	75-644137	02/19/99	009	Dalloz Safety, Inc.
Miller Shadow	USA	Not available	N/A	75-644097	02/19/99	009	Dalloz Safety, Inc.
Miller Microloc	USA	Not available	N/A	75-644059	02/19/99	009	Dalloz Safety, Inc.
SofStop	EU	632000	11/17/99	632000	09/10/97	009	Dalloz Safety, Inc.
SofStop	CAN	Not available	N/A	855380	09/08/97	009	Dalloz Safety, Inc.
SofStop	MEX	Not available	N/A	320846	01/27/98	009	Dalloz Safety, Inc.
Tuf-Bilt	USA	Not available	N/A	75-713035	05/24/99	009	Dalloz Safety, Inc.
Tuf-Bilt	USA	1773503	05/25/93	74-256181	03/16/92	009	WGM Safety Corp *
Sidewinder	USA	Not available	N/A	75-644057	02/19/99		Dalloz Safety, Inc.
Duraflex	EU	625087	03/10/99	625087	08/29/97	009	Dalloz Safety, Inc.
Duraflex	CAN	508292	02/22/99	819335	07/30/96	009	WGM Safety Corp. *
Duraflex	MEX	545783	03/31/97	289551	03/12/97	009	Dalloz Safety, Inc.
Miller Sidewinder	USA	Not available	N/A	75-644057	02/19/99	009	Dalloz Safety, Inc.
5K	USA	Not available	N/A	75-793401	09/07/99	036	Dalloz Safety, Inc.
Backbiter	USA	Not available	N/A	75-793405	09/07/99	009	Dalloz Safety, Inc.

ASSIGNMENT AGREEMENT

BY AND BETWEEN

DALLOZ FALL PROTECTION, INC.

AND

DALLOZ FALL PROTECTION INVESTMENT, INC.

This ASSIGNMENT AGREEMENT (this "Agreement") is made and effective into as of this 1st day of January, 2000, between DALLOZ FALL PROTECTION, INC., a Delaware corporation with principal offices located at 1355 15th Street, Franklin, Pennsylvania 16323 ("Assignor"), and DALLOZ FALL PROTECTION INVESTMENT, INC., a Delaware corporation with its principal office located at 300 Delaware Avenue, Suite 900, Wilmington, Delaware 19801 ("Assignee").

BACKGROUND

Assignee is an investment management and patent and trademark holding company organized under the applicable laws of Delaware. Assignor owns One Thousand (1,000) shares of the common stock of Assignee, constituting One Hundred Percent (100%) of the issued and outstanding shares of the common stock of Assignee. Assignor owns certain letters patent, patent registration certificates and patent applications, which are more particularly identified on Schedule 1 hereto (the "Patents"), and certain trademarks and tradenames, trademark registration certificates and trademark applications which are more particularly identified on Schedule 2 hereto (the "Trademarks"). Assignor desires to contribute and assign to Assignee all of Assignor's ownership, right, title and interest in and to the Patents and the Trademarks, including, without limitation, all goodwill of the business

symbolized thereby, and all registrations and pending registrations associated therewith.

Assignee desires to accept such contribution and assignment from Assignor.

AGREEMENT

In consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment of Patents and Trademarks. Assignor hereby contributes, assigns, transfers and conveys to Assignee all of Assignor's worldwide ownership right, title and interest, including without limitation all common law rights, in and to the Patents and the Trademarks, including, without limitation, all goodwill of the business symbolized thereby, all registrations, all applications for registration, and all pending registrations associated therewith, including without limitation the property as more particularly described on Schedules 1 and 2 attached hereto.

2. Assignment of Reissues or Extensions. In addition to the assignment of the Patents and Trademarks throughout the world and the underlying inventions and goodwill, Assignor contributes, assigns, transfers and conveys to Assignee all of its right, title, and interest in and to any reissues, divisions, continuations, continuations-in-part, or extensions thereof. This contribution and assignment also includes the right to apply for patents, inventor certificates and registrations in respect thereof and to claim priority in and to the underlying inventions pursuant to rights accorded to Assignor under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in any to any and all patents, patents of addition, utility models, patents of importation, revalidation patents, inventor certificates, certificates of registration and

applications for trademarks which may be granted throughout the world with respect of said inventions and trademarks.

3. Assignment of Causes for Past Infringements. There is included in the contributions and assignments set out in Paragraphs 1 and 2 the right to bring suit in any court of competent jurisdiction to recover damages and profits for any past infringement of the Patents and Trademarks.

4. Acceptance of Assignment. Assignee hereby accepts the contributions assignments described in Paragraph 1 and 2 and assumes all liabilities and obligations in connection with such assignment.

5. Further Action by Assignor. Assignor hereby agrees to take whatever further action is deemed necessary or appropriate by Assignee to properly and completely effectuate the transfer of the Patents and the Trademarks to Assignee and to establish full custody of such Patents and Trademarks by Assignee. The parties acknowledge the possible need or appropriateness in certain registration offices for separate assignments relating solely to the specific Patents or the specific Trademarks on record in such registration offices. Accordingly, without limitation, Assignor agrees to execute assignments substantially in the respective forms attached hereto as Exhibit A and Exhibit B, or in such other reasonable or customary form, upon request of Assignee, in connection with separate assignments of individual Patents or individual Trademarks.

6. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

6.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

6.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

6.3 Assignor has not and will not convey, sell, transfer or pledge the Patents and Trademarks and that title to the Patents and Trademarks have not been wholly or partially transferred by the Assignor for the purpose of sale, security, or otherwise. The Assignor further warrants that no person, firm, corporation, or other entity, except the Assignee, has to date acquired any lien, right, title or claim to all or any part of the Patents and Trademarks.

7. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that:

7.1 Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

7.2 Assignee has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignee's corporate charter, bylaws or any agreement to which Assignee may be a party.

8. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

8.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission

from any certificate or other instrument furnished or to be furnished to Assignee pursuant to this Agreement.

8.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or omission by Assignor in connection with any services rendered by Assignor prior to this Agreement, under any of the Patents and Trademarks.

8.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing.

8.4 Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

9. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters of Patent and Certificates of Registration assigned by this Agreement to Assignee, as the Assignee of the entire rights, titles and interests in and to the same, for Assignee's sole use and benefit; and for the use and benefit of Assignee's successors and assigns, to the full end of the term for which such Letters Patent and Certificates of Registration may be granted, as full and entirely as the same would have been held by Assignor had this assignment not been made. Assignor authorizes Assignee, or its legal representatives, to insert or complete any documents or forms needed to effect recordation or perfect Assignee's rights in the U.S. Patent and Trademark Office.

10. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty

(30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this Section 10 are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

11. Additional Documents. Assignor agrees to execute any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of this Agreement to the fullest extent the Assignor may do so without violating or being in default under any applicable law or under any other agreement to which the Assignor is a party.

12. Miscellaneous.

12.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

12.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

12.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed.

If to Assignor, to:

Dalloz Safety, Inc.
2nd & Washington Streets
Reading, Pennsylvania 19603
Attn: President

If to Assignee, to:

Dalloz Investment, Inc.
300 Delaware Avenue
Suite 900
Wilmington, Delaware 19801
Attn: President

or to such other address as either party shall designate in a notice to the other given as provided herein.

12.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives.

12.5 Terms of Assignment. The attached Letters of Patent and Certificates of Registration and other rights assigned by this Agreement are for the use and exploitation of Assignee, its successors and assigns, to the end of the term for which the Patents and Trademarks are granted or for which any reissues, divisions, continuations, continuations-in-part or extensions of the Patents and Trademarks are granted.

12.6 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

12.7 Incorporation of Schedules. The attached Schedule 1 and 2 are expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Schedules was included within the body of this Agreement.

12.8 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

12.9 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

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EXECUTION

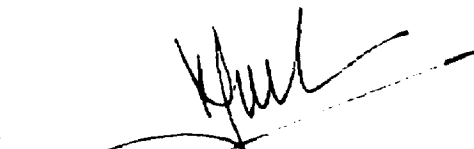
The parties hereto have caused this Agreement to be duly executed as of the date first written above.

[SEAL]

Attest:

DALLOZ FALL PROTECTION, INC.

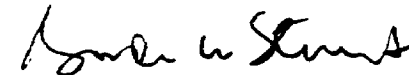

Name: PAUL R HOCHBERG
Title: SECRETARY

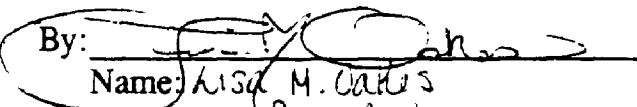
By: 
Name: Eric de la Harandiere
Title: Director

[SEAL]

Attest:

DALLOZ FALL PROTECTION INVESTMENT, INC.


Name: Gordon W. Stewart
Title: Secretary

By: 
Name: Lisa M. Oakes
Title: Vice President

SCHEDULE 1
TO ASSIGNMENT AGREEMENT
BY AND BETWEEN
DALLOZ FALL PROTECTION, INC.

AND

DALLOZ FALL PROTECTION INVESTMENT, INC.

All ownership, right, title and interest in and to the Patents, together with all goodwill associated therewith, all registrations and all pending registrations and all corresponding foreign cases associated with all of the foregoing, and as identified on the attached list.

SCHEDULE "A"

PATENTS AND PATENTS IN PROCESS

<u>Invention Name</u>	U.S. Letter Patent No. <u>Foreign Patent No.</u>
1. MighryLite	USA 5,771,993
2. Fall Protection System and Method of Fall Protection - J. Gayetty (Splax Indicator)	USA 8/28/98 09/143,506
3. Attachment Rig for Safety Harness - R. Taylor (Front D- Ring)	USA 1/27/97 08/788,210
4. DuraFlex Harness - R. Cox	USA-6006700
	Registration date - 12/28/99
	Application Nos.:
	09/215,479
	09/059,239
	08/718,931
Hungary	PCT US97/13912
New Zealand	PCT US97/13912
Yugoslavia	PCT US97/13912
Norway	PCT US97/13912
Mexico	PCT US97/13912
Japan	PCT US97/13912
Poland	PCT US97/13912
Czech Republic	PCT US97/13912
Brazil	PCT US97/13912
Regional Patent - European	PCT US97/13912
Australia	PCT US97/13912
Canada	PCT US97/13912
United Kingdom	PCT US97/13912

EXHIBIT A

TO ASSIGNMENT AGREEMENT

BY AND BETWEEN

DALLOZ FALL PROTECTION, INC.

AND

DALLOZ FALL PROTECTION INVESTMENT, INC.

ASSIGNMENT OF PATENTS¹

KNOW ALL MEN BY THESE PRESENTS, that DALLOZ FALL PROTECTION, INC., a Delaware corporation with principal offices located at 1355 15th Street, Franklin, Pennsylvania 16323, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby contribute, assign, transfer and convey to DALLOZ FALL PROTECTION INVESTMENT, INC., a Delaware corporation with its principal office located at 300 Delaware Avenue, Suite 900, Wilmington, Delaware 19801, all of its ownership, right, title and interest in and to the Patents, together with all registrations thereof and pending applications therefor described as follows:

[Complete Here Appropriate Description or Attach Exhibits]

¹ Use this form when necessary or appropriate to have a separate assignment of a specific Patent when changing registration information in a registration office.

Dalloz Fall Protection, Inc., through its authorized officers, has executed this

instrument as of this ____ day of _____, 20____, and affixed its corporate seal hereunto.

[SEAL]

DALLOZ FALL PROTECTION, INC.

Attest:

By: _____

Name:

Title:

By: _____

Name:

Title:

TRADEMARK

REEL: 002133 FRAME: 0979

SCHEDULE 2

TO ASSIGNMENT AGREEMENT

BY AND BETWEEN

DALLOZ FALL PROTECTION, INC.

AND

DALLOZ FALL PROTECTION INVESTMENT, INC.

All ownership, right, title and interest in and to the Trademarks, together with all goodwill associated therewith, all registrations and all pending registrations and all corresponding foreign cases associated with all of the foregoing, and as identified on the attached list.

**SCHEDULE A TO
ASSIGNMENT OF REGISTERED TRADEMARKS**

SCHEDULED TRADEMARKS

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Miller FAS	USA	Not available	N/A	75-644058	02/19/99	042	Daloz Safety, Inc.
Duraflex	USA	2159567	05/19/98	75-147136	08/08/96	009	Daloz Safety, Inc.
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Sofstop	USA	2287193	10/19/99	75-414169	01/06/98	009	Daloz Safety, Inc.
Suretrack	USA	1620975	11/06/90	75-009585	12/11/89	009	WGM Safety Corp.*
Miller	USA	1560575	10/17/89	73-742767	07/28/88	009	WGM Safety Corp.*
Manyard	USA	1211365	10/05/82	73-290778	12/22/80	009	WGM Safety Corp.*
Manyard	EU	Not available	N/A	625111	08/28/97	009	WGM Safety Corp.*
Manyard	CAN	Not available	N/A	855375	09/05/97	009	WGM Safety Corp.*
Manyard	MEX	594870	11/30/98	338267	07/02/98	009	WGM Safety Corp.*
Miller Troll	USA	Not available	N/A	75-644290	02/19/99	041	Daloz Safety, Inc.
Miller (Block Letters)	EU	Not available	N/A	624882	08/28/97	009	Daloz Safety, Inc.
Miller (Block Letters)	CAN	507479	02/02/99	855376	09/05/97	009	Daloz Safety, Inc.
Miller (Block Letters)	MEX	Not available	N/A	338268	07/21/98	009	Daloz Safety, Inc.
Miller (Block Letters)	USA	1558832	10/03/89	73-740946	07/19/88	009	WGM Safety Corp.*
Miller - Elephant Design	USA	1560575	10/17/89	73-742767	7/28/88	009	WGM Safety Corp.*

WGM Safety Corp. changed its name to Daloz Safety, Inc. on October 31, 1996.

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Intl. Class</u>	<u>Current Owner</u>
Elephant on Pole Design	USA	1558830	10/03/89	73-740544	07/18/88	009	WGM Safety Corp *
Miller Minilite	USA	Not available	N/A	75-644137	02/19/99	009	Daloz Safety, Inc.
Miller Shadow	USA	Not available	N/A	75-644097	02/19/99	009	Daloz Safety, Inc.
Miller Microloc	USA	Not available	N/A	75-644059	02/19/99	009	Daloz Safety, Inc.
SofStop	EU	632000	11/17/99	632000	09/10/97	009	Daloz Safety, Inc.
SofStop	CAN	Not available	N/A	855380	09/08/97	009	Daloz Safety, Inc.
SofStop	MEX	Not available	N/A	320846	01/27/98	009	Daloz Safety, Inc.
Tuf-Bilt	USA	Not available	N/A	75-713035	05/24/99	009	Daloz Safety, Inc.
Tuf-Bilt	USA	1773503	05/25/93	74-256181	03/16/92	009	WGM Safety Corp. *
Duraflex	EU	625087	03/10/99	625087	08/29/97	009	Daloz Safety, Inc.
Duraflex	CAN	508292	02/22/99	819335	07/30/96	009	WGM Safety Corp. *
Duraflex	MEX	545783	03/31/97	289551	03/12/97	009	Daloz Safety, Inc.
Miller Sidewinder	USA	Not available	N/A	75-644057	02/19/99	009	Daloz Safety, Inc.
5K	USA	Not available	N/A	75-793401	09/07/99	036	Daloz Safety, Inc.
Backbiter	USA	Not available	N/A	75-793405	09/07/99	009	Daloz Safety, Inc.

EXHIBIT B

TO ASSIGNMENT AGREEMENT

BY AND BETWEEN

DALLOZ FALL PROTECTION, INC.

AND

DALLOZ FALL PROTECTION INVESTMENT, INC.

ASSIGNMENT OF TRADEMARKS¹

KNOW ALL MEN BY THESE PRESENTS, that DALLOZ FALL PROTECTION, INC., a Delaware corporation with principal offices located at 1335 15th Street, Franklin, Pennsylvania 16323, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby assign, transfer and convey to DALLOZ FALL PROTECTION INVESTMENT, INC., a Delaware corporation with its principal office located at 300 Delaware Avenue, Suite 900, Wilmington, Delaware 19801, all of its ownership, right, title and interest in and to the Trademarks, all goodwill associated therewith, together with all registrations thereof and pending applications therefor described as follows:

[Complete Here Appropriate Description or Attach Exhibits]

¹ Use this form when necessary or appropriate to have a separate assignment of a specific Trademark when changing registration information in a registration office.

Dalloz Fall Protection, Inc., through its authorized officers, has executed this instrument as of this _____ day of _____, 20____, and affixed its corporate seal hereunto.

[SEAL]
Attest:

DALLOZ FALL PROTECTION, INC.

By: _____
Name:
Title:

By: _____
Name:
Title: