

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY																																							
CONVEYING PARTY DATA																																								
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TRADEMARK
REEL: 003258 FRAME: 0487

Registration Number:	1160773	PIPELINER
Registration Number:	876023	QUICK-LOK
Registration Number:	819954	SCALP CAP
Registration Number:	985451	SHOPLYNE
Registration Number:	665702	SOLOGOGGLE
Registration Number:	1102005	SPEEDY
Registration Number:	866453	SUPERFLEX
Registration Number:	1143993	SUPERGLAS
Registration Number:	1143177	SUPERELECTRIC
Registration Number:	899630	TIGERHOOD
Registration Number:	1011441	TIGERTONG
Registration Number:	894204	TURBOCAP
Registration Number:	887548	WILD CAP
Registration Number:	1035566	XTRALITE
Registration Number:	1170976	XTRALITE

CORRESPONDENCE DATA

Fax Number: (215)655-2876
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215.994.2876
 Email: kristina.case@dechert.com
 Correspondent Name: Kristina Case, Dechert LLP
 Address Line 1: Cira Centre, 2929 Arch Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

NAME OF SUBMITTER:	Kristina Case
Signature:	/Kristina Case/
Date:	03/03/2006

Total Attachments: 11
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RELEASE OF ASSIGNMENT

RELASIGN:elb

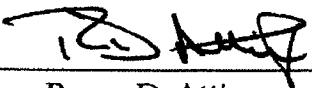
March 11, 1997

Reference is hereby made to the Assignment of Patent, Trademark and License Assignment between The Fibre-Metal Products Company (Borrower) and Mellon Bank, N.A. formerly known as Mellon Bank (East) National Association (Lender). The attached Record of Assignment evidences that Lender is the Assignee of the Patent, Trademark and License Assignment represented by the following registration numbers:

Reel 0658, Frame 833 through 842 dated 3/28/89.

Lender hereby fully and irrevocably releases all right, title and interest in and to the above-listed Patent, Trademark and License Assignment and assigns all such right, title and interest back to Borrower.

**Mellon Bank N.A. formerly known as
Mellon Bank (East) National Association**

By: 

Roger D. Attix,
Vice President

(RELASIGN:elb:2)

PATENT, TRADEMARK AND LICENSE ASSIGNMENT

THIS PATENT, TRADEMARK AND LICENSE ASSIGNMENT ("Assignment") made this 20th day of August, 1987, by THE FIBRE-METAL PRODUCTS COMPANY, a Delaware corporation having its chief executive office at Baltimore Pike at Brinton Lake Road, Concordville, Pennsylvania 19331 ("Assignor"), and MELLON BANK (EAST) NATIONAL ASSOCIATION, having an address at Mellon Bank Center, Philadelphia, Pennsylvania 19102 (hereinafter called the "Assignee").

BACKGROUND

A. Assignee has entered into a certain Loan and Security Agreement of even date (the "Loan Agreement") with Assignor, pursuant to which Assignee has agreed to extend a Four Million Dollar (\$4,000,000.00) line of credit, a One Million Five Hundred Thousand Dollar (\$1,500,000.00) term loan, a Sixty-Six Thousand Dollar (\$66,000.00) term loan and other financial accommodations to Assignor.

B. The Loan Agreement provides, inter alia, that Assignor will grant to Assignee a security interest in substantially all of Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, goodwill, copyrights and licenses.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Collateral Assignment of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the obligations of Assignor under the Loan Agreement and all Loan Documents as defined therein and all other liabilities (primary, secondary, direct, contingent, sole, joint or several), due or to become due or that may be hereafter contracted or acquired, of Assignor (including Assignor and any other person) to Assignee (collectively, the "Obligations"). Assignor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an "Event of Default" (as defined in the Loan Agreement) all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit "A", attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuation-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

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(ii) trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit "B", attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(iii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "C" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Eligible Inventory" (as defined in the Loan Agreement) and all other inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits "A", "B" and "C", respectively, constitute all of the patents, trademarks, applications and licenses, now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Exhibit "A", "B" and/or "C", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames and licenses which are Patents, Trademarks or Licenses, as applicable, under paragraph 2 above or under this paragraph 4.

5. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the date on which the Obligations have been paid in full and the Loan Agreement is terminated.

6. Assignee's Right to Inspect. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. Reassignment to Assignor. This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any trademark application of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademark. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent application or trademark application, or any pending patent application, trademark application, patent or trademark without the consent of Assignee, which consent shall not be unreasonably withheld.

9. Assignee's Right to Sue. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 9.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as the Assignee deems in the best interest of the Assignee, or from and after the occurrence of an Event of Default, (iii) grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Assignor and Assignee have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

14. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

15. **Governing Law.** This Assignment has been executed and delivered in Blue Bell, Pennsylvania, and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

THE FIBRE-METAL PRODUCTS COMPANY

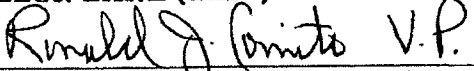
By: 
CHARLES E. BOWERS JR., President

Attest: 
KENNETH H. HUNTOON, Secretary

(SEAL)

Agreed to and accepted the
20th day of August, 1987

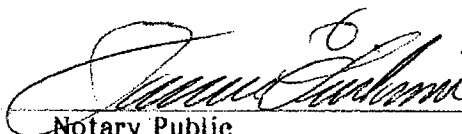
MELLON BANK (EAST) NATIONAL ASSOCIATION

By:  V.P.
Ronald J. Comito, Vice President

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA :
COUNTY OF MONTGOMERY :
SS.

BE IT REMEMBERED, that on this 20th day of August, 1987, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared Charles E. Bowers, Jr. and Kenneth H. Huntoon, the President and Secretary, respectively, of THE FIBRE-METAL PRODUCTS COMPANY, a Delaware corporation, who I am satisfied are the persons who signed the within instrument, and they acknowledged that they signed, sealed and delivered the same as such officers aforesaid, and that the within instrument is the voluntary act and deed of such officers.



Notary Public
My Commission Expires:

JAMES E. SINDONI, Notary Public
Media Boro, Delaware Co.
My Commission Expires Feb. 1, 1990

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EXHIBIT "A"
TO
PATENT, TRADEMARK AND LICENSE ASSIGNMENT
DATED AUGUST 20, 1987

The Fibre-Metal Products Company, Assignor
Mellon Bank (East) National Association, Assignee

Patents and Applications

<u>Title</u>	<u>Patent No.</u>	<u>Expiration Date</u>
A SUSPENSION FOR A HARD HAT	4,035,847	July 19, 1994
WELDING MASK CORONA BARRIER	4,354,279	October 19, 1999
ADJUSTABLE EYEGLASS TEMPLE	4,153,348	May 8, 1996
ADJUSTABLE EYEGLASS TEMPLE	146,788	August 13, 1999

Foreign Patents Pending

<u>Country</u>	<u>Title</u>	<u>Serial No.</u>
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NONE 

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EXHIBIT "B"
TO
PATENT, TRADEMARK AND LICENSE ASSIGNMENT
DATED AUGUST 20, 1987

The Fibre-Metal Products Company, Assignor
Mellon Bank (East) National Association, Assignee

Trademarks and Tradenames

TRADEMARK APPLICATIONS


Title

Reg. No.

NONE

TRADENAME

NONE

SEE SCHEDULE I ATTACHED
HERETO AND MADE A 
PART HEREOF LISTING
TRADEMARKS

TRADE-MARK

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EXHIBIT "C"
TO
PATENT, TRADEMARK AND LICENSE ASSIGNMENT
DATED AUGUST 20, 1987

The Fibre-Metal Products Company, Assignor
Mellon Bank (East) National Association, Assignee

Licenses

NONE 

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SCHEDULE 1

UNITED STATES TRADEMARKS

THE FIBRE-METAL PRODUCTS COMPANY

TRADE-MARK

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TRADEMARK	REGISTRATION NO.	OUR REF.:	RENEWAL DATE
Slide Lok	1,255,203	82-244	Aff. of Use due between 10-25-88 and 10-25-89
Ultralite	Not filed-Awaiting instructions		
Wheel-Mor	1,259,365	82-267	Aff. of Use due between 11-29-88 and 11-29-89
Connectmor	1,259,885	82-268	Aff. of Use due between 12-6-88 and 12-6-89
Action Specs	1,100,094	78-369	Aff. of Use accepted 4-25-84
Eyeline	907,535	78-312	2-9-91
Fibre-Metal	622,209	78-372	2-28-98
Fibre-Metal Classes 26,39, and 50	811,008	78-307	7-12-06
Fibre-Metal Class 19	888,573	78-313	3-31-90
Fibre-Metal (Stylized)	622,209	78-372	2-28-96
Fibre-Metal (Stylized)	939,512	78-366	8-1-92
Monarch	553,124	78-308	1-8-92
Noisegard	924,516		11-23-91
Noisegard	1,224,881	78-445	1-25-03
Pipelinex	1,160,773	79-279	7-14-2001
Quick-lok	876,023	78-316	9-2-89
Scalpcap	819,954	78-323	12-6-86
Shoplyne	985,451	78-305	6-4-94
Sologoggle	665,702	78-319	8-12-98
Speedy	1,102,005	78-478	9-12-98
Superflex	866,453	78-375	3-11-89
Superglas	1,143,993	78-374	12-23-2000

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Superlectric	1,143,177	78-444	12-16-2000
Tigerhood	899,630	78-373	9-29-90
Tigertong	1,011,441	78-293	5-27-95
Tuf-Lex	894,204	78-368	7-7-90
Wild Cap	887,548	78-318	3-10-90
Xtralite	Sup. Reg. 1,035,566	78-320	3-9-96
Xtralite	1,170,976	78-446	9-29-2001

RECORDED
PATENT & TRADEMARK OFFICE

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COMMISSIONER OF PATENTS
AND TRADEMARKS OFFICE