

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
Protective Products International Corp.		03/05/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Protective Products Enterprises, Inc.		
Street Address:	1649 NW 136th Avenue		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3665968	P	
Registration Number:	2667476	THE ORIGINAL COOL PLUS	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	38233-457 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		

CH \$65.00 3665968

TRADEMARK

Date:

03/09/2010

Total Attachments: 8

source=Trademark Assgmt_Protective Products Interntl Corp._3-5-2010_EXECUTED_(16293624_6)#page1.tif

source=Trademark Assgmt_Protective Products Interntl Corp._3-5-2010_EXECUTED_(16293624_6)#page2.tif

source=Trademark Assgmt_Protective Products Interntl Corp._3-5-2010_EXECUTED_(16293624_6)#page3.tif

source=Trademark Assgmt_Protective Products Interntl Corp._3-5-2010_EXECUTED_(16293624_6)#page4.tif

source=Trademark Assgmt_Protective Products Interntl Corp._3-5-2010_EXECUTED_(16293624_6)#page5.tif

source=Trademark Assgmt_Protective Products Interntl Corp._3-5-2010_EXECUTED_(16293624_6)#page6.tif

source=Trademark Assgmt_Protective Products Interntl Corp._3-5-2010_EXECUTED_(16293624_6)#page7.tif

source=Trademark Assgmt_Protective Products Interntl Corp._3-5-2010_EXECUTED_(16293624_6)#page8.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into as of this 5th day of March, 2010 (“Effective Date”), by and between Protective Products International Corp., a Florida corporation (“Assignor”), and Protective Products Enterprises, Inc., a Delaware corporation (“Assignee”).

WHEREAS, the Assignor, Assignee and certain other entities are parties to that certain Second Amended and Restated Asset Purchase Agreement, dated as of the 19th day of February, 2010 (the “Asset Purchase Agreement”), as amended, pursuant to which Assignee has agreed to purchase, and Assignor has agreed to sell, certain assets of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications and the foreign trademark registrations and trademark applications set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the “Marks”); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee’s request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement, dilution or other

proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 5th day of March, 2010.

ASSIGNOR:

**PROTECTIVE PRODUCTS
INTERNATIONAL CORP.**

By: 

Name: Neil Schwartzman

Title: Chief Administrative Officer

ASSIGNEE:

**PROTECTIVE PRODUCTS ENTERPRISES,
INC.**

By: _____

Name: G. Brian McGee

Title: Vice President & Assistant Secretary

Signature Page to Protective Products International Corp. Trademark Assignment

**TRADEMARK
REEL: 004163 FRAME: 0948**

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 5th day of March, 2010.

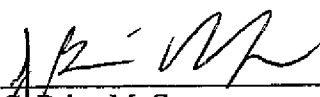
ASSIGNOR:

**PROTECTIVE PRODUCTS
INTERNATIONAL CORP.**

By: _____
Name: _____
Title: _____



ASSIGNEE:

**PROTECTIVE PRODUCTS ENTERPRISES,
INC.**

By:  _____
Name: Brian McGee
Title: Vice President & Assistant Secretary

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
P and Design 	U.S.	77/562568 9/4/2008	3665968 8/11/2009
THE ORIGINAL COOL PLUS and Design 	U.S.	75/378931 10/24/1997	2667476 12/31/2002

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK REGISTRATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.