

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674879

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|---|--|--------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ORR CORPORATION | | 03/15/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ORR Safety Corporation | | |
| Street Address: | 93 Grant Street | | |
| Internal Address: | Office of the General Counsel, Attn.: Amrita Basu | | |
| City: | Ramsey | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07446 | | |
| Entity Type: | Corporation: KENTUCKY | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4902786 | MORR PROTECTIVE GEAR | |
| Registration Number: | 4899431 | M | |
| Registration Number: | 4899430 | MORR GEAR | |
| Registration Number: | 4919477 | YOUR SAFETY. OUR FOCUS. | |
| Registration Number: | 4718215 | WE ARE YOUR SAFETY SPECIALISTS | |
| Registration Number: | 4764879 | XP | |
| Registration Number: | 4667933 | WORRY FREE PPE | |
| Registration Number: | 3488439 | XP | |
| 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> | | | |
| Email: | Amrita.basu@wugona.com | | |
| Correspondent Name: | Office of the General Counsel | | |
| Address Line 1: | Attn.: Amrita Basu | | |
| Address Line 2: | 93 Grant Street | | |
| Address Line 4: | Ramsey, NEW JERSEY 07446 | | |
| ATTORNEY DOCKET NUMBER: | NO049.118912 | | |

CH \$215.00 4902786

| | |
|---|--------------------|
| NAME OF SUBMITTER: | Steven A. Suozzi |
| SIGNATURE: | /Steven A. Suozzi/ |
| DATE SIGNED: | 09/16/2021 |
| Total Attachments: 7 source=11. Exhibit I - Intellectual Property Assignment Agreement (Executed)#page1.tif source=11. Exhibit I - Intellectual Property Assignment Agreement (Executed)#page2.tif source=11. Exhibit I - Intellectual Property Assignment Agreement (Executed)#page3.tif source=11. Exhibit I - Intellectual Property Assignment Agreement (Executed)#page4.tif source=11. Exhibit I - Intellectual Property Assignment Agreement (Executed)#page5.tif source=11. Exhibit I - Intellectual Property Assignment Agreement (Executed)#page6.tif source=11. Exhibit I - Intellectual Property Assignment Agreement (Executed)#page7.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of March 15, 2021, is made by ORR CORPORATION ("**Seller**"), a Delaware corporation, in favor of ORR Safety Corporation ("**Company**"), a Kentucky corporation.

WHEREAS, Seller and Northern Safety Co., Inc. ("**Buyer**") have entered into a stock purchase agreement dated as of the date hereof (the "**Stock Purchase Agreement**") pursuant to which the Buyer is purchasing all of the capital stock of the Company from the Seller.

WHEREAS, under the terms of the Stock Purchase Agreement, Seller is required to deliver this IP Assignment that conveys certain intellectual property of Seller that is used by the Company in its business, and the Seller has agreed to execute and deliver this IP Assignment;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the amounts paid by Buyer to Seller under the Stock Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trade names, trademarks, and services marks, and trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) any software or any copyright, whether registered or unregistered, set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof;

(c) The domain names set forth on Schedule 3;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ORR CORPORATION

By: [Signature]

Name: Clark Orr, Jr.

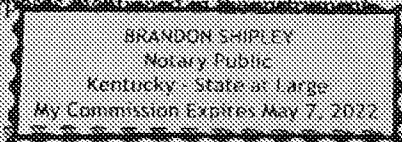
Title: Chairman

[ACKNOWLEDGMENT

STATE OF [STATE] Kentucky)

COUNTY OF [COUNTY] Jefferson)
)SS.

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [SELLER], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of [SELLER]] for the uses and purposes mentioned in the instrument.



[Signature]
Notary Public
Printed Name: Brandon Shipley

My Commission Expires: [DATE] Ky Notary ID: 600390
May 7, 2022

[AGREED TO AND ACCEPTED:

ORR SAFETY CORPORATION

By: _____

Name: Raymond Aldridge

Title: Chief Executive Officer

[ACKNOWLEDGMENT

STATE OF [STATE])

COUNTY OF [COUNTY])
)SS.

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [BUYER], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of [BUYER]] for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name:

My Commission Expires: [DATE]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ORR CORPORATION

By: _____
Name: Clark Orr, Jr.
Title: Chairman

{ACKNOWLEDGMENT

STATE OF [STATE])
)
COUNTY OF [COUNTY])SS.
)

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [SELLER], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of [SELLER]] for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: [DATE]]

[AGREED TO AND ACCEPTED:

ORR-SAFETY CORPORATION

By: Raymond Aldridge
Name: Raymond Aldridge
Title: Chief Executive Officer

{ACKNOWLEDGMENT

STATE OF [STATE] Kentucky)
)
COUNTY OF [COUNTY] Jefferson)SS.
)

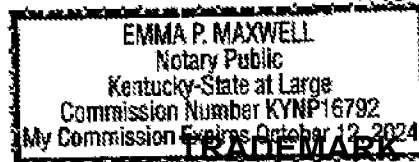
On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [BUYER], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of [BUYER]] for the uses and purposes mentioned in the instrument.

Emma P. Maxwell
Notary Public
Printed Name: KYNP16792

My Commission Expires: [DATE]]



10/12/2024

(8363840:4)3



SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

| Serial Number | Reg. Number | Mark | Record Owner | Class: Goods or Services | Notes |
|-----------------|----------------|---|-----------------|---|--|
| 86515077 | 4902786 |  | ORR Corporation | 35: Online wholesale and retail store services featuring protective and safety equipment, excluding that intended for vehicle use; Online wholesale and retail store services featuring protective and safety equipment for sports, recreational, and household use | Originally registered by B2C Ventures, Inc. in connection with the MORR PROTECTIVE GEAR business: https://www.morrgear.com/ |
| 86515070 | 4899431 |  | ORR Corporation | 35: Online wholesale and retail store services featuring protective and safety equipment, excluding that intended for vehicle use; Online wholesale and retail store services featuring protective and safety equipment for sports, recreational, and household use | Originally registered by B2C Ventures, Inc. in connection with the MORR PROTECTIVE GEAR business: https://www.morrgear.com/ |
| 86515068 | 4899430 | MORR GEAR | ORR Corporation | 35: Online wholesale and retail store services featuring protective and safety equipment, excluding that intended for vehicle use; Online wholesale and retail store services featuring protective and safety equipment for sports, recreational, and household use | Originally registered by B2C Ventures, Inc. in connection with the MORR PROTECTIVE GEAR business: https://www.morrgear.com/ |
| 86577980 | 4919477 | YOUR SAFETY. OUR FOCUS. | ORR Corporation | 35: Distributorship services in the field of all forms of safety equipment | |
| 86344263 | 4718215 | WE ARE YOUR SAFETY SPECIALISTS | ORR Corporation | 35: Distributorship services in the field of all forms of safety equipment. | |
| 85650382 | 4764879 | XP | ORR Corporation | 09: protective apparel and clothing, namely, jackets; welding helmets and welding masks; protective work gloves; protective gloves for industrial use; and protective glasses; protective eyewear; safety eyewear. | This mark may also be used in connection with the MORR PROTECTIVE GEAR business: https://www.morrgear.com/ |
| 85576474 | 4667933 | WORRY FREE PPE | ORR Corporation | 09: protective work gloves; protective gloves for industrial use; protective glasses; hard hats; lockout devices for use with electrical switches | |
| <u>77378442</u> | <u>3488439</u> | XP | ORR Corporation | 09: Protective eyewear; Safety eyewear. | |

SCHEDULE 2

SOFTWARE:

1. E-Catalog
2. OSS (on-site store software)
3. ORRBIT
4. NetSITE

SCHEDULE 3

Domain Names

1. gloveconnection.com
2. orrsafety.com
3. notmylastpair.com
4. b2cventures.net
5. dolifeoutside.com
6. MORR.NET
7. orroperations.com
8. orrsafety.net
9. ORRSAFETY.US
10. SAFEHOMEESSENTIALS.COM
11. seelifeoutside.com
12. sheprotects.us
13. sheprotectsyou.com
14. spkids.com
15. sportsprotective.com
16. XP87.COM
17. kids-safety-gear.com
18. protectivegearstore.com
19. protectivegearsuperstore.com
20. safesportsdirect.com
21. safesportsonline.com
22. xspkids.com
23. xsportsprotective.com
24. MORRGEAR.COM
25. ORRSAFETY.BIZ
26. ORRSAFETY.CO
27. ORRSAFETY.COM.CO
28. ORRSAFETY.COM.MX
29. ORRSAFETY.IN
30. ORRSAFETY.INFO
31. ORRSAFETY.MOBI
32. ORRSAFETY.MX
33. ORRSAFETY.NET.CO
34. ORRSAFETY.NL
35. ORRSAFETY.NOM.CO
36. ORRSAFETY.ORG
37. MORRPRODUCTIVE.COM
38. MORRPRODUCTIVEGEAR.COM
39. MORRPROTECTIVE.COM
40. MORRPROTECTIVEGEAR.COM
41. MORRSAFETY.COM