

03-22-1999



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**RECORDATION FORM COVER SHEET  
PATENTS 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 ☐ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☒ Other Affidavit (re Assignment)

**U.S. Government**

(For Use ONLY by U.S. Government Agencies)

- ☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1) Norcross Footwear, Inc.

Execution Date  
Month Day Year  
3/15/99

Name (line 2) a Kentucky Corporation

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) Norcross Safety Products L.L.C.

☐ 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 is attached. (Designation must be a separate document from Assignment.)

Name (line 2) a Delaware Limited Liability Company

Address (line 1) 1136 Second Street

Address (line 2)

Address (line 3) Rock Island

Illinois

61204

City

State/Country

Zip Code

**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)

03/19/1999 DNGUYEN 00000139 5068982

01 FC:581

160.00 DP

**FOR OFFICE USE ONLY**

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 0651-0027, Patent and Trademark Assignment Practices. 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

**PATENT**

EXCEEDS MAIL No.: EM419943197US  
DATE OF DEPOSIT: March 15, 1999

**REEL: 9817 FRAME: 0424**

MRD 3.16.99

**Correspondent Name and Address**

Area Code and Telephone Number 312-861-2420

Name Daniel J. Schaeffer, Esq.

Address (line 1) Kirkland & Ellis

Address (line 2) 200 East Randolph Street

Address (line 3) Suite 5400

Address (line 4) Chicago, Illinois 60601

**Pages**

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

# 10

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

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

**Patent Application Number(s)**

**Patent Number(s)**


5,068,982	4,931,508	
5,148,565		
4,882,387		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year  
          

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT            PCT            PCT             
PCT            PCT            PCT           

**Number of Properties**

Enter the total number of properties involved.

# 4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 160.00

Method of Payment:  
Deposit Account

Enclosed ☒

Deposit Account ☐

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

Deposit Account Number:

# 22-0440

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.*

Daniel J. Schaeffer

Name of Person Signing

*Daniel J. Schaeffer*  
Signature

3/15/99  
Date

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re: Patents of Norcross Safety Products L.L.C.

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

**AFFIDAVIT OF ROBERT A. PETERSON**

ROBERT A. PETERSON, being first duly sworn, deposes and states:

1. I am the President and Chief Executive Officer of Norcross Safety Products L.L.C. and am authorized to make this affidavit herein.
2. Attached hereto is a true and correct copy of the Patent and Trademark Assignment dated June 7, 1995 ("Assignment"), by and between Norcross Footwear, Inc., a Kentucky corporation ("Norcross Footwear"), and Norcross Safety Products L.L.C., a Delaware limited liability company ("Norcross Safety").
3. The attached copy of the Assignment was recorded with the U.S. Patent and Trademark Office ("PTO") on February 12, 1998, on the trademark assignment records at reel 1693, frames 0407 to 0411.
4. Norcross Footwear and Norcross Safety are parties to a Asset Transfer and Assumption Agreement dated June 7, 1995 ("Agreement"). I was President and Chief Executive Officer of Norcross Safety at the time the Agreement was executed.
5. Pursuant to the Agreement, Norcross Safety purchased certain assets of Norcross Footwear, including the intangible property of Norcross Footwear, which includes the United States Patents and Patent Application listed on page 2 of Schedule 1 to the Assignment (the "Patents").
6. It has come to our attention that the Assignment was (a) recorded only in the trademark assignment records and not against the Patents and (b) when the assignment was recorded with the PTO, the list of Patents on page 2 thereof was omitted from the original submission.
7. To the best of my knowledge and belief, Norcross Safety remains the current owner of the Patents and no other person, firm, corporation or association has the right to use said Patents in commerce.

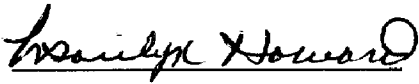
8. To the best of my knowledge and belief, no formal assignment of the Patents was ever recorded with the PTO.
9. It is respectfully requested that the patent assignment records in the PTO be amended by recording the Assignment to update the chain of title of the Patents as being owned by Norcross Safety Products L.L.C., a Delaware limited liability company.



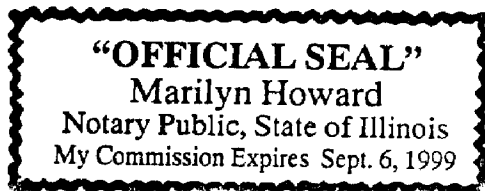
Robert A. Peterson

Subscribed and Sworn to  
before me this 15<sup>th</sup> day  
of March, 1999

My commission expires



9-6-99



## PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, Norcross Footwear, Inc., a corporation organized and existing under and by virtue of the laws of the Commonwealth of Kentucky, having a place of business at 9300 Shelbyville Road, Suite 300, Louisville, Kentucky 40222, hereinbelow called "Assignor", is the owner of the right, title and interest in and to the patents, patent applications, trademarks, trademark applications and pending trademark registrations therefor in the United States of America and the goodwill of the business connected therewith as set forth in Schedule 1 annexed hereto (collectively, the "Intangible Property"); and

WHEREAS, Norcross Safety Products L.L.C., a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, having a place of business at 1136 2nd Street, Rock Island, Illinois 61204, hereinbelow called "Assignee", is receiving on this date from Assignor certain assets (including the Intangible Property) pursuant to an Asset Transfer and Assumption Agreement dated of even date herewith between Assignor and Assignee.

WHEREAS, in connection with the assignment of the aforementioned assets, Assignor is executing this Assignment transferring to Assignee all of Assignor's right, title and interest in and to the Intangible Property and all renewals that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Assignee, and other good and valuable consideration, the receipt and adequacy of all of which is hereby acknowledged, Assignor has assigned, transferred and set over, and by these presents does hereby assign, transfer and set over unto the Assignee, its successors the Intangible Property and all renewals and extensions that may be made or granted on any of them, together with all income, royalties or damages, if any, now or hereafter due and/or payable to Assignor with respect thereto, the goodwill of the business connected therewith, and the right, if any, to recover for any past infringement or misappropriation thereof.

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said registrations may be granted, as fully and completely as the same might be held by Assignor had this assignment not been made.

Assignor represents and warrants to Assignee that Assignor has not previously sold or conveyed income, royalty or damages, if any, now or previously due and/or payable to Assignor. Assignor further represents and warrants to Assignee that Assignor holds good and marketable title to the Intangible Property (other than any unregistered trademarks), that Assignor has the right, power and authority to transfer and dispose of the same and to

TRADEMARK  
REEL: 1693 FRAME: 0409

PATENT  
REEL: 9817 FRAME: 0428

execute this Assignment, and that the same is subject to no mortgage, lien, pledge, charge or encumbrance of any nature whatsoever. Assignor has no knowledge that it does not have good and marketable title to any unregistered trademarks included in the Intangible Property. Assignor agrees that it shall from time to time, at the request of Assignee and without further consideration, take such additional actions and duly execute and deliver to Assignee, its successors and assigns, such additional instruments and documents, as may be reasonably required in order to better assign, transfer, vest title or reduce to possession the Intangible Property and the goodwill of the business connected therewith in or to Assignee, its successors and assigns.

NORCROSS FOOTWEAR, INC.

Dated: June 7, 1995

By: [Signature]  
Its: Chairman/CEO

STATE OF New York )  
COUNTY OF New York ) SS:

Subscribed and sworn to before me, a Notary Public, this 7th day of June, 1995, by Michael L. Cappy, the Chairman/CEO of Norcross Footwear, Inc.

My commission expires: 3/30/97

Malcolm P. Murphy  
Notary Public

MALCOLM P. MURPHY  
Notary Public, State of New York  
No. 254758644  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires March 30, 1997

**SCHEDULE 1**

**PATENTS, TRADE NAMES, TRADEMARKS**

**TRADEMARKS**

1. FireWalker® (logo only)
2. Firemaster®
3. Iron Duke®
4. Lite & Tuf®
5. Northerner® (logo only)
6. Northerner and Design®
7. Protekshin and Design® (Canada)
8. Ranger for Men of Action® (logo only)
9. Ranger and Design™ (Pending)
10. Servus®
11. Servus Sets the Standard® (logo only)
12. Storm Master®
13. Xiratur®

RECORDED: 02/12/1998

TRADEMARK  
REEL: 1693 FRAME: 0411

PATENT  
REEL: 9817 FRAME: 0430

### PATENTS

<u>Description</u>	<u>Patent No.</u>	<u>Date of Patent</u>	<u>Expiration Date of Patent</u>
Rubber Boot Containing Heat Reflecting Means (Product)	5,068,982	12/03/91	12/03/2008
Method for Making a Rubber Boot Containing Heat Reflecting Means (Process)	5,148,565	09/22/92	09/02/2009
Co-Curing of NR/EPDM Rubber Bands (Product - Fireboot)	4,882,387	11/21/89	11/21/2006
Co-Curing of NR/EPDM Rubber Blends (Process)	4,931,508	06/05/90	06/05/2007

### PATENT APPLICATIONS

<u>Description</u>	<u>Date Applied</u>
Flanged Mid-Sole (Product)	Pending 03/24/94; we are responding to an Office Action
Pac Boot Last	Still drafting application (revising drawings 03/24/94)