

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4419200

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	LAKELAND INDUSTRIES, INC.	05/10/2017
RECEIVING PARTY DATA		
Name:	SUNTRUST BANK	
Street Address:	3333 PEACHTREE ROAD - 4TH FLOOR	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30326	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	13533392	
Application Number:	13317965	
Application Number:	11486656	
CORRESPONDENCE DATA		
Fax Number:	(617)523-6850	
<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>		
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ATTORNEY DOCKET NUMBER:	622304.00093	
NAME OF SUBMITTER:	SUSAN C. DINICOLA	
SIGNATURE:	/Susan C. DiNicola/	
DATE SIGNED:	05/17/2017	
Total Attachments: 8		
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of May 10, 2017, is made by and among LAKELAND INDUSTRIES, INC., a Delaware corporation ("Borrower"), and SUNTRUST BANK, a state banking institution organized under the laws of the State of Georgia ("Lender").

Recitals

Borrower and Lender are parties to that certain Loan Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Borrower granted Lender a security interest in all or substantially all of its assets.

Borrower has agreed to execute this Agreement to further evidence the grant to Lender of a security interest in the Patents and Trademarks.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (a) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (b) licenses, fees or royalties with respect to each, (c) the right to sue for past, present and future infringement, dilution and damages therefor, (d) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Borrower hereby irrevocably pledges and collaterally assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, then Borrower shall promptly notify Lender in accordance with the Loan Agreement and upon Lender's request provide Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to Borrower's or any Affiliate's business(es)), then Borrower shall promptly notify Lender in accordance with the Loan Agreement and upon Lender's request provide Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate of Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate of Borrower owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Borrower has absolute title to each such Patent and each Trademark listed on Exhibits A and B which lists Borrower as the owner, free and clear of all Liens except Permitted Liens. The Borrower (i) will have, at the time Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent, other than such Patents and Trademarks that Borrower determines is no longer material to Borrower's business.

(f) **Defense.** Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Borrower will, at its own expense, maintain the Patents and the Trademarks to the extent reasonably advisable in their business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance

fee or annuity due and payable on any Patent or Trademark material to Borrower's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(b) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if Borrower notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Borrower shall pay Lender on demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for Revolver Loans in the Loan Agreement.

(j) **Power of Attorney.** To facilitate Lender's taking action under subsection (h) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or necessary for Lender, while an Event of Default exists, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein, as well as the Security Interest, shall terminate upon full payment of the Obligations and termination of the Loan Agreement in accordance with its terms.

4. **Borrower's Use of the Patents and Trademarks.** Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform in any material respect any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** While an Event of Default exists, Lender may, at its option, take any or all of the following actions:

- (a) Lender may exercise any or all remedies available under the Loan Agreement.
- (b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
- (c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

UNITED STATES ISSUED PATENTS

Owner	Patent	Patent No.	Issued Date
Lakeland Industries, Inc.	Process for Producing Polyvinyl Alcohol Articles (PVOH)	8,293,664	Oct. 23, 2012
Lakeland Industries, Inc.	Chemical Biological Protective Garments and Laminates	7,937,772	May 10, 2011
Lakeland Industries, Inc.	Chemically Protective Laminated Fabric	7,718,555	May 18, 2010
Lakeland Industries, Inc.	Protective Garment and Glove Assembly	7,434,270	Oct. 14, 2008
Lakeland Industries, Inc.	Anti-Stat Protective Garment	7,093,307	Aug. 22, 2006
Lakeland Industries, Inc.	Method to Prevent Deknitting	7,013,680	March 21, 2006
Lakeland Industries, Inc.	Protective Knitted Glove Design	D516,753	March 7, 2006
Lakeland Industries, Inc.	Unilayer Fabric with Reinforcing Parts	6,782,721	Aug. 31, 2004
Lakeland Industries, Inc.	Unilayer Fabric with Reinforcing Parts	6,782,720	Aug. 31, 2004
Lakeland Industries, Inc.	Lightweight disposable protective coverall garment	6,412,115	July 2, 2002
Lakeland Industries, Inc.	Hazardous environment protective garment having a fusion bonded optically transparent face piece with olefin terpolymer seams	6,302,993	Oct. 16, 2001
Lakeland Industries, Inc.	Heat and abrasion resistant woven glove	6,021,523	Feb. 8, 2000
Lakeland Industries, Inc.	Process for manufacturing panels for protective garments	5,543,011	Aug. 6, 1996
Lakeland Industries, Inc.	Seams and closures for plastic fabrics and clothing	5,494,720	Feb. 27, 1996
Lakeland Industries, Inc.	Protective fabrics and garments	5,491,022	Feb. 13, 1996
Lakeland Industries, Inc.	Protective boots and pant combination	7,225,470	July 5, 2007
Lakeland Industries, Inc.	Fabric with reinforcing parts	6,823,699	Nov. 30, 2004
Lakeland Industries, Inc.	Hazardous environment protective garment having a fusion bonding optically transparent facepiece with chlorinated polyolefin seams	6,364,980	April 2, 2002
Lakeland Industries, Inc.	Materials for plastic fabrics and clothing	5,692,935	Dec. 2, 1997
Lakeland Industries, Inc.	Ventilation system for protective garments	5,492,108	Feb. 20, 1996
Lakeland Industries, Inc.	Process and apparatus for manufacturing panels for protective garments	5,429,707	July 4, 1995

UNITED STATES PATENT APPLICATIONS

Owner	Patent	Patent No.	Issued Date
Lakeland Industries, Inc.	Process for producing polyvinyl alcohol articles	13/533,392	June 26, 2012
Lakeland Industries, Inc.	Modified polyvinyl alcohol films and fabrics	13/317,965	Jan. 28, 2010
Lakeland Industries, Inc.	Bonding synthetic fabrics to form protective garment without use of stitching	11/486,656	July 15, 2006

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Owner	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Lakeland Industries, Inc.	GLOBAL PERSONAL PROTECTION®	76-701541	Feb 12, 2010	3,966,527	May 24, 2011
Lakeland Industries, Inc.	COOL SUIT®	76-688787	April 21, 2008	3,734,551	Jan 5, 2010
Lakeland Industries, Inc.	FYRBAN®	76-687767	March 17, 2008	3,715,600	Nov 24, 2009
Lakeland Industries, Inc.	ENHAND-CR®	76-631759	Feb 22, 2005	3,462,793	July 8, 2008
Lakeland Industries, Inc.	INTERCEPTOR®	76-676598	May 9, 2007	3,425,056	May 13, 2008
Lakeland Industries, Inc.	CHEMMAX®	76-662284	June 28, 2006	3,395,324	March 11, 2008
Lakeland Industries, Inc.	NEOSOL®	76-652465	Dec 23, 2005	3,313,183	Oct 16, 2007
Lakeland Industries, Inc.	NITROSOL®	76-652467	Dec 27, 2005	3,313,184	Oct 16, 2007
Lakeland Industries, Inc.	NATRASOL®	76-656853	March 20, 2006	3,325,370	Oct 30, 2007
Lakeland Industries, Inc.	CHEMESOL®	76-659323	May 1, 2006	3,325,391	Oct 30, 2007
Lakeland Industries, Inc.	MICRO-GARD®	76-585825	April 8, 2004	2,988,642	Aug 30, 2005
Lakeland Industries, Inc.	DESPRO®	76-484557	Jan 23, 2003	2,859,541	July 6, 2004
Lakeland Industries, Inc.	MICROMAX®	76-368675	Feb 8, 2002	2,731,448	July 1, 2003 Also CTM 3,028,313 1/30/03
Lakeland Industries, Inc.	ZONE GARD®	75-692916	April 28, 1999	2,338,395	April 4, 2000 Also CTM 3,025,035 1/30/03
Lakeland Industries, Inc.	TOM TEX®	75-692915	April 28, 1999	2,379,075	August 22, 2000
Lakeland Industries, Inc.	PYROLON	76-493592	Feb 27, 2003	2,808,227	Jan 27, 2004

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

Lakeland Protective Wear Inc.:

- MicroMax NS
- Safeguard
- ChemMax (1 through 4)
- Interceptor
- Pyrolon Plus II
- Pyrolon CRFR
- Lakeland Fire
 - OSX
 - Lakeland 911 Extrication Coveralls
- Lakeland FR Cotton