504614269 10/27/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4660984

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SHORT BARK INDUSTRIES, INC.	10/23/2017

RECEIVING PARTY DATA

Name:	POINT BLANK PROTECTIVE APPAREL & UNIFORMS, LLC	
Street Address:	ss: PARQUE INDUSTRIAL CARENERO	
Internal Address:	CARR. 333 KM 0.3	
City:	GUANICA	
State/Country:	PUERTO RICO	
Postal Code:	00653	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	D722420
Patent Number:	D722742

CORRESPONDENCE DATA

Fax Number: (202)739-3001

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.

Phone: 202.739.3000

Email:jennifer.evans@morganlewis.comCorrespondent Name:MORGAN, LEWIS & BOCKIUS LLPAddress Line 1:1111 PENNSYLVANIA AVENUE, NW

Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	103245-0010
NAME OF SUBMITTER:	JENNIFER C. EVANS
SIGNATURE:	/jce/
DATE SIGNED:	10/27/2017

Total Attachments: 5

source=(93803511)_(5)_Point Blank _ Short Bark - Patent Assignment (Executed)#page1.tif
source=(93803511)_(5)_Point Blank _ Short Bark - Patent Assignment (Executed)#page2.tif
source=(93803511)_(5)_Point Blank _ Short Bark - Patent Assignment (Executed)#page3.tif
source=(93803511)_(5)_Point Blank _ Short Bark - Patent Assignment (Executed)#page4.tif

PATENT 504614269 REEL: 044306 FRAME: 0899

 $source = (93803511) _(5) _Point \ Blank _ \ Short \ Bark - Patent \ Assignment \ (Executed) \# page 5.tif$

PATENT ASSIGNMENT

This Patent Assignment (this "<u>Assignment</u>") is entered into as of October 23, 2017 (the "<u>Effective Date</u>") by and between Short Bark Industries, Inc., a Puerto Rico corporation ("<u>Assignor</u>"), and Point Blank Protective Apparel & Uniforms, LLC, a Puerto Rico limited liability company ("<u>Assignee</u>").

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of September 22, 2017, as amended by that certain First Amendment to Asset Purchase Agreement, dated October 12, 2017 (as so amended, the "Purchase Agreement"), by and among Assignor, EXO SBI, LLC, a Delaware limited liability company, and Assignee (as successor by assignment to JLL PB Holdings, LLC, a Delaware limited liability company);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer, sell and assign to Assignee all of its right, title and interest in and to intellectual property owned by Assignor, including the patents and patent applications set forth on <u>Schedule A</u> hereto (collectively, the "<u>Patents</u>");

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement.
- 2. <u>Assignment</u>. Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title, and interest in and to the Patents free and clear of all Liens, including without limitation, any divisions, continuations, reissues or improvements thereof together with all income, royalties, damages and payments now or hereafter due or payable with respect thereto.
- 3. <u>Rights and Privileges</u>. All rights and privileges, including without limitation any claims, demands, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, shall be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
- 4. <u>Further Assurances</u>. Assignor agrees to execute and deliver at any future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Patents, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patents.
- 5. <u>Authorization</u>. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

- 6. <u>Governing Law</u>. This Assignment shall be construed and enforced in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of laws, except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law.
- 7. <u>Counterparts</u>. This Assignment may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. Further, this Assignment may be executed by facsimile signature (or other electronic format), such that execution of this Assignment by facsimile signature (or other electronic format) shall be deemed effective for all purposes as though this Assignment was executed as a "blue ink" original.

[The remainder of this page is intentionally left blank.]

DB1/ 93803511.4

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

SHORT BARK INDUSTRIES, INC.

Title: Chief Restructuring Officer

[Signature Page to Patent Assignment]

ASSIGNEE:

POINT BLANK PROTECTIVE APPAREL &

UNIFORMS, LLC

By: <u>4 /c /</u> Name: Daniel Gaston

Title: Chief Executive Officer

[Signature Page to Patent Assignment]

SCHEDULE A

Patents

- 1. Patent No. US D722,420 S dated February 17, 2015 for the ornamental design for a protective undergarment
- 2. Patent No. US D722,742 S dated February 24, 2015 for the ornamental design for a protective undergarment

DB1/ 93803511.4

RECORDED: 10/27/2017