

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IRONCLAD PERFORMANCE WEAR CORPORATION		11/14/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BRIGHTON-BEST INTERNATIONAL, INC.		
Street Address:	5855 Obispo Avenue		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90805		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 80			
Property Type	Number	Word Mark	
Registration Number:	2942623	ADVANCED TOUCH	
Registration Number:	3063746	BOX HANDLER	
Registration Number:	3130793	BULLWHIP LEATHER	
Registration Number:	4128899	CARGO BULL	
Registration Number:	2664542	COLD CONDITION	
Registration Number:	3033259	COMBO CUFF	
Registration Number:	3515694	CONTOURGRIP	
Registration Number:	3365274	COWBOY	
Registration Number:	3300660	COWBOY CUFF	
Registration Number:	2983648	CRYOFLEX	
Registration Number:	4429947	CT5	
Registration Number:	4969941	DIAMONDCLAD	
Registration Number:	3188202	DRI-T	
Registration Number:	2686144	DURACLAD	
Registration Number:	3093559	EDG	
Registration Number:	3365275	ENFORCER	
Registration Number:	2957529	EVOLUTION	
Registration Number:	2664543	EXTREME DUTY	
Registration Number:	2940477	FOREMAN	
TRADEMARK			

OP \$2015.00 2942623

Property Type	Number	Word Mark
Registration Number:	2846192	FUSION FORCE
Registration Number:	4091082	GRIPTec
Registration Number:	2981388	GRIPTec ADVANTAGE
Registration Number:	4118713	GRIPTec STRIKER
Registration Number:	3361000	GRIPWORX
Registration Number:	4652003	HEATWORX
Registration Number:	5161642	HOTSHIELD
Registration Number:	3954468	I
Registration Number:	4220260	I
Registration Number:	2705270	I
Registration Number:	2846194	I BREATHE
Registration Number:	2446354	ICLAD.COM
Registration Number:	3353295	IRONCLAD
Registration Number:	3923637	IRONCLAD
Registration Number:	2522538	IRONCLAD
Registration Number:	2860655	IRONCLAD
Registration Number:	5040322	IRONCLAD
Registration Number:	4387088	IRONCLAD
Registration Number:	2652607	IRONCLAD
Registration Number:	2522539	I IRONCLAD
Registration Number:	4965816	IRONCLAD EXO
Registration Number:	5087261	IRONCLAD EXO
Registration Number:	4783147	IRONCLAD SPEED SHOP
Registration Number:	4983846	IRONCLAD SPEED SHOP
Registration Number:	5233208	
Registration Number:	5233209	
Registration Number:	5254129	
Registration Number:	5254127	
Registration Number:	3362986	I-VIZ
Registration Number:	3713248	KING OF OIL AND GAS
Registration Number:	3664711	KONG
Registration Number:	2846193	MACH 5
Registration Number:	5018617	MACH-5
Registration Number:	3300674	MAJORED IN SWEAT, MINORED IN DIRT
Registration Number:	3365273	OUTLAW
Registration Number:	3018657	RANCHWORX
Registration Number:	3459248	RE-FLEXX
Registration Number:	2955463	ROLLTOP

Property Type	Number	Word Mark
Registration Number:	3887474	SUPERGRIP
Registration Number:	4648394	TAC-OPS
Registration Number:	3002951	THERMOTEC
Registration Number:	4433852	TS1
Registration Number:	3024112	TUNDRA
Registration Number:	3018656	WORKCREW
Registration Number:	2557246	WRENCHWORX
Registration Number:	3562816	X
Serial Number:	86391168	IRONCLAD
Serial Number:	86737035	IVE
Serial Number:	86737036	IVE
Serial Number:	86737063	
Serial Number:	86737068	
Serial Number:	86608245	
Serial Number:	86608247	
Serial Number:	86539889	ROCKHANDLER
Serial Number:	85346667	RUFFNECK
Serial Number:	86885753	TAC-OPS
Serial Number:	87314678	UNBREAKABLE LEATHER
Serial Number:	86737037	VISUAL ENGINEERING
Serial Number:	86737038	VISUAL ENGINEERING
Serial Number:	86298262	WORKBOOTS FOR YOUR HANDS
Serial Number:	86366074	X

CORRESPONDENCE DATA

Fax Number: 2138305741

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: (213)830-5743

Email: wliu@liulaw.com

Correspondent Name: WEN LIU

Address Line 1: 350 S. FIGUEROA STREET, SUITE 975

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	BBI-IRONCLAD
NAME OF SUBMITTER:	WEN LIU
SIGNATURE:	/Wen Liu, Reg. No. 32,822/
DATE SIGNED:	12/14/2017

Total Attachments: 22

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Trademark Assignment*"), dated as of November 14, 2017, is entered into by and among Brighton-Best International, Inc., a California corporation or its Permitted Assignee (as defined in the Purchase Agreement) ("*Assignee*") and Ironclad Performance Wear Corporation, a California corporation (the "*Assignor*").

RECITALS

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the "*Trademarks*");

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, this Trademark Assignment is entered into in connection with, and pursuant to, that certain Asset Purchase Agreement, dated as of November 3, 2017, by and among Assignee and Assignor (the "*Purchase Agreement*").

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of liens or encumbrances (other than Permitted Encumbrances as described and defined in the Purchase Agreement), as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, Assignor has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances (other than Permitted Encumbrances). Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment is subject to and controlled by the terms of the Purchase Agreement and in the event of any conflict between this Trademark Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

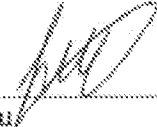
This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile or "pdf" attachment to e-mail), provided each of the parties hereto executes at least one counterpart. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Trademark Assignment shall be governed by and construed in accordance with the governing law set forth in the Purchase Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the first date set forth above.

ASSIGNEE:

BRIGHTON-BEST INTERNATIONAL, INC.,
a California corporation

By: 
Name: Jun Xu
Title: President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the first date set forth above.

ASSIGNOR:

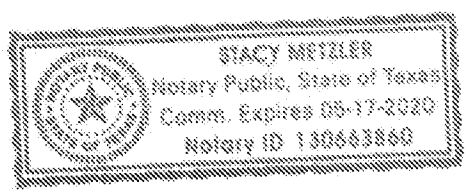
IRONCLAD PERFORMANCE WEAR CORPORATION,
a California corporation

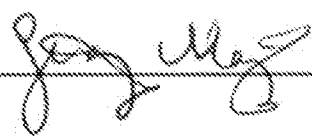
By: 
Name: L. Geoffrey Grewich
Title: Chief Executive Officer

State of Texas

County of Dallas

This instrument was acknowledged before me on this 14th day of November,
2017 by L. Geoffrey Grewich.





Stacy Metzler
Notary Public, State of Texas

[Signature Page to Copyright Assignment]

COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS

REDACTED

COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS
REDACTED					

COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS

REDACTED

ENGINEERING

COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS
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COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS

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COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)
USA	ADVANCED TOUCH	4/19/2005	2,942,623	25
USA	BOX HANDLER	2/28/2006	3,063,746	25

COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS
USA	BULLWHIP LEATHER	8/15/2006	3,130,793	18, 25	
USA	CARGO BULL	4/17/2012	4,128,899	09	
USA	COLD CONDITION	12/17/2002	2,664,542	25	
USA	COMBO CUFF	12/20/2005	3,033,259	25	
USA	CONTOURGRIP	10/14/2008	3,515,694	25	
USA	COWBOY	1/8/2008	3,365,274	21	
USA	COWBOY CUFF	10/2/2007	3,300,660	25	
USA	CRYOFLEX	8/9/2005	2,983,648	24	
USA	CTS	11/5/2013	4,429,947	24	
USA	DIAMONDCLAD	5/31/2016	4,969,941	09	
USA	DRI-T	12/19/2006	3,188,202	25	
USA	DURACLAD	2/11/2003	2,686,144	24	
USA	EDG	5/16/2006	3,093,559	25	
USA	ENFORCER	1/8/2008	3,365,275	21	
USA	EVOLUTION (Stylized)	5/31/2005	2,957,529	21	
USA	EXTREME DUTY	12/17/2002	2,664,543	25	
USA	FOREMAN	4/12/2005	2,940,477	25	

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COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS
USA	FUSION FORCE	5/25/2004	2,846,192	25	
USA	GRIPTEC	1/24/2012	4,091,082	25	
USA	GRIPTEC ADVANTAGE	8/2/2005	2,981,388	09, 28	
USA	GRIPTEC STRIKER	3/27/2012	4,118,713	21	
USA	GRIPWORX	12/25/2007	3,361,000	25	
USA	HEATWORX	12/9/2014	4,652,003	21	
USA	HOTSHIELD	3/14/2017	5,161,642	25	
USA	I (Stylized)	5/3/2011	3,954,468	09	
USA	I and Design	10/9/2012	4,220,260	21	
USA	I and Design	4/8/2003	2,705,270	28	
USA	I BREATHE (Stylized)	5/25/2004	2,846,194	25	
USA	ICLAD.COM	4/24/2001	2,446,354	09, 25	
USA	IRONCLAD	12/11/2007	3,353,295	09, 25	
USA	IRONCLAD	2/22/2011	3,923,637	05, 32	
USA	IRONCLAD	12/25/2001	2,522,538	25	
USA	IRONCLAD	7/6/2004	2,860,655	28	
USA	IRONCLAD	9/10/2014	86/391,168	25	

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COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS
USA	IRONCLAD	9/13/2016	5,0403,22	28	
USA	IRONCLAD and Design	8/20/2013	4,387,088	09	
USA	IRONCLAD and Design	11/19/2002	2,652,607	28	
USA	IRONCLAD and Design	12/25/2001	2,522,539	25	
USA	IRONCLAD EXO	5/24/2016	4,965,815	09	
USA	IRONCLAD EXO	11/22/2016	5,087,261	28	
USA	IRONCLAD SPEED SHOP	7/28/2015	4,783,147	21	
USA	IRONCLAD SPEED SHOP	6/21/2016	4,983,846	25	
USA	IVE	8/25/2015	86/737,035	09	
USA	IVE	8/25/2015	86/737,036	25	
USA	IVE Design 1	6/27/2017	5,233,208	09	
USA	IVE Design 1	6/27/2017	5,233,209	25	
USA	IVE Design 2	6/16/2016	5,254,129	25	
USA	IVE Design 2	6/16/2016	5,254,127	09	
USA	IVE Glove Design	8/25/2015	86/737,063	09	
USA	IVE Glove Design	8/25/2015	86/737,068	09	
USA	I-VIZ	1/1/2008	3,362,986	25	

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Renewal Due January 1, 2018.

COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS
USA	KING OF OIL 'N GAS	11/17/2009	3,713,248	21	
USA	KONG	8/4/2009	3,664,711	09	
USA	Kong Design	4/23/2015	86/608,245	09	
USA	Kong Design	4/23/2015	86/608,247	09	
USA	MACH 5	5/24/2004	2,846,193	25	
USA	MACH-5	8/9/2016	5,018,617	25	
USA	MAJORED IN SWEAT, MINORED	10/2/2007	3,300,674	25	
USA	OUTLAW	1/8/2008	3,365,273	21	
USA	RANCHWORX	11/22/2005	3,018,657	25	
USA	RE-FLEXX	7/3/2008	3,459,248	25	
USA	ROCKHANDLER	2/19/2015	86/539,889	09	
USA	ROLLTOP	5/24/2005	2,955,463	40	
USA	RUFFNECK	6/15/2011	85/346,667	25	
USA	SUPERGRIP	12/7/2010	3,887,474	09	
USA	TAC-OPS	12/2/2014	4,6483,94	21	
USA	TAC-OPS	1/25/2016	86/885,753	25	
USA	THERMOTEC	9/27/2005	3,002,951	09	

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COUNTRY	TRADEMARK	FILE/REG DATE	APP/REG #	CLASS(ES)	STATUS
USA	TS1 ¹	11/12/2013	4,433,852	24	
USA	TUNDRA	12/6/2005	3,024,112	09	
USA	UNBREAKABLE LEATHER	1/26/2017	87/314,678	25	
USA	VISUAL ENGINEERING	8/25/2015	86/737,037	09	
USA	VISUAL ENGINEERING	8/25/2015	86/737,038	25	
USA	WORKBOOTS FOR YOUR HANDS	6/2/2014	86/298,262	35	
USA	WORKCREW	11/22/2005	3,018,656	25	
USA	WRENCHWORX	4/2/2002	2,557,246	25	
USA	X and Design	1/13/2009	3,562,816	25	
USA	X and Design	8/13/2014	86/366,074	25	

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