

12-29-1998

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FORM PTO-1594 (Rev. 6-93)

REC

HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No 0651-0011 (exp. 4/94)



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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MD 12-21-98

1. Name of conveying party(ies):

KELLER INDUSTRIES, INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: KELLER LADDERS, INC.

Internal Address: SUITE 202

Street Address: 2200 West Commercial Blvd.

City: Ft. LAUDERDALE State: FL ZIP: 33309

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a best representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: JULY 12, 1996

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,748,112

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LEWIS F. GOULD, JR.

Internal Address: ECKERT SEAMANS CHERIN & MELLOTT

STE 3232

Street Address: 1700 Market Street

City: Phila State: PA ZIP: 19103

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 07-1745

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

9. 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.

LEWIS F. GOULD, JR.

Name of Person Signing REG. NO. 25,057

Signature

Date 12/16/98

Total number of pages including cover sheet, attachments, and document:

6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1832 FRAME: 0646

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT by and between KELLER INDUSTRIES, INC., a Delaware corporation, having executive offices at 3499 N.W. 53rd Street, Fort Lauderdale, Florida (hereinafter "ASSIGNOR") and KELLER LADDERS, INC., a Delaware corporation (formerly KUA Corp.), having executive offices at 101 Wood Avenue South, Iselin, New Jersey (hereinafter "ASSIGNEE"):

WHEREAS, ASSIGNOR is the sole exclusive owner, by assignment, of all rights in the trademarks in the United States of America identified in the SCHEDULE hereto as well as counterpart trademarks thereto in countries outside of the United States; and

WHEREAS, ASSIGNEE is desirous of acquiring from ASSIGNOR an assignment of the entire right, title and interest in and to and under the said trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN,

Be it known that for the nominal consideration of ten dollars (\$10.00), the receipt of which is hereby acknowledged, and subject to the provisions of the ASSET PURCHASE AGREEMENT, as amended, dated June 6, 1996, between the parties, ASSIGNOR, has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to ASSIGNEE, its entire right, title and interest in, to and under the Trademarks identified in the SCHEDULE hereto as well as counterpart trademarks thereto in countries outside of the United States, and any reissue or

reissues of said Trademarks already or to be granted, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Trademarks of the United States are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said Trademarks, with the right to sue for, and collect the same for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument on this 12th day of July, 1996.

KELLER INDUSTRIES, INC.

By: Wayne A. Doss
Name: Wayne A. Doss
Title: Chief Executive Officer

Sworn and subscribed to before me this 12th day of ~~June~~ July, 1996.

[Signature]
Notary Public

My Commission Expires:

CLAUDE B. G.
Notary Public, State of New York
No. 0000415

Qualified in Kings County
Qualified in New York County
Commission Expires 07/31/1997

ASSIGNMENT

KELLER INDUSTRIES, INC. (hereinafter called the "ASSIGNOR"), a corporation of the State of Delaware, U.S.A., having a place of business at 3499 N.W. 53rd Street, Fort Lauderdale, Florida, for the nominal consideration of ten dollars (\$10.00), the receipt of which is hereby acknowledged, hereby assigns, to KELLER LADDERS, INC. (hereinafter called the "ASSIGNEE"), a corporation of the State of Delaware, U.S.A., having a place of business at 101 Wood Avenue South, Iselin, New Jersey, the entire right, title and interest in and to the United States trademarks, listed on the attached Schedule A (hereinafter called the "TRADEMARKS"), and all divisional, continuation, continuation-in-part, substitute and reissue applications and extensions thereof, and all rights to obtain trademarks thereon, together with the right to apply for Trademarks in the United with full benefit of such priorities as may now or hereafter be granted to ASSIGNOR by law or by treaty, including any international convention, the same to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns, or other representatives as fully and entirely as the same would be enjoyed by ASSIGNOR if this assignment had not been made, together with the right to sue and to collect damages for past infringements of the TRADEMARKS.

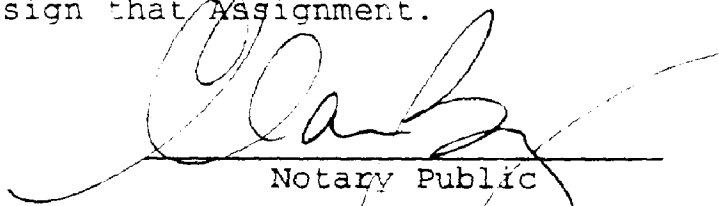
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal
this 12th day of July, 1996.

KELLER INDUSTRIES, INC.

By: Wayne A. Doss
Name: Wayne A. Doss
Title: Chief Executive
Officer

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 12th day of July, 1996, before me personally came
Wayne A. Doss, who being by me duly sworn did depose and say that
he is the Chief Executive Officer of Keller Industries, Inc., the
corporation described in and which executed the foregoing
Assignment; that he signed the foregoing Assignment; and that he
was authorized to sign that Assignment.



Notary Public

Notary Public
State of New York
No. 4938415
County of Kings
New York County
1996

SCHEDULE A

TRADEMARKS

TRADEMARK

NUMBER

DATE

1. "Keller"

1748112

1/26/93

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RECORDED: 12/21/1998

TRADEMARK
REEL: 1832 FRAME: 0651