



100942777

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof

<p>1 Name of conveying party(ies): <u>1-13-99</u> Titan Tool, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name <u>The Hotsy Corporation</u> Internal Address: _____ Street Address: <u>21 Inverness Way East</u> City: <u>Englewood</u> State: <u>CO</u> Zip: <u>80112</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input checked="" type="checkbox"/> Corporation-State: <u>Colorado</u>  <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the U.S., a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 13, 1998</u></p>	
<p>4. Application number(s) or patent number(s):  A. Trademark Application No.(s): <u>Trm</u>  B. Trademark Registration No.(s) <u>1 809,790</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>DICKSTEIN SHAPIRO MORIN &amp; OSHINSKY LLP</u>  Internal Address: <u>Atty. Dkt.: F8800.800</u>  <u>Attn: William E. Powell, III</u>  Street Address: <u>2101 L Street, N.W.</u>  City: <u>Washington</u> State: <u>D C</u> Zip: <u>20037-1526</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>40.00</u>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>04-1073</u></p>
<p>01/14/1999 DNGUYEN 00000189 1809790  01 FC:58 40.00 DP DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature.  <i>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.</i></p> <p><u>William E. Powell, III</u>      <u>W.E. Powell III</u>      <u>January 13, 1999</u>  Name of Person Signing      Signature      Date</p> <p>Reg. No. <u>39,803</u></p> <p>Total number of pages including cover sheet, attachments, and document: <u>7</u></p>	

ASSIGNMENT  
(U.S. and Foreign Trademarks)

WHEREAS, TITAN TOOLS, INC., a corporation organized and existing under the laws of the State of Delaware, with an address of 107 Bauer Drive, Oakland, New Jersey 07436 (herein referred to as the "assignor"), has adopted and is using the Marks set forth in SCHEDULE A hereof which they have used in various countries throughout the world including the United States; and

WHEREAS, THE HOTSY CORPORATION, a corporation organized and existing under the laws of the State of Colorado, with an address of 21 Inverness Way East, Englewood, Colorado 80112 (herein referred to as the "assignee"), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the assignor does hereby contribute, assign, transfer, convey and set over to the assignee the entire right, title and interest in and to the registrations for said Marks and all of its right, title and interest to said Marks not presently registered set forth in SCHEDULE A hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

FOR THE SAME CONSIDERATION, the assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the assignor is the sole and lawful owner of the entire right, title and interest in and to the said registrations and

applications and believes it is the sole and lawful owner of the entire right, title and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the assignor hereby covenants and agrees that the assignor will, whenever counsel of the assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Marks and registrations thereof without charge to the assignee, its successors, legal representatives and assigns, other than reasonable costs and expenses incurred by the assignor or any of its employees, agents and representatives in connection with the foregoing actions.

ASSIGNOR:

Signed at Clayton, in the County of St. Louis, State of Missouri, this 13<sup>th</sup> day of November, 1998.

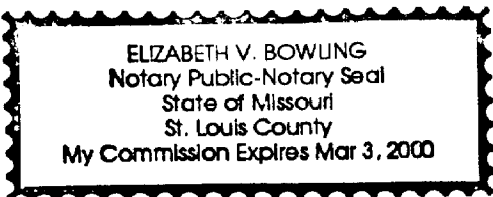
TITAN TOOLS, INC.

By: Gary L. Weller  
Type Name: GARY L. WELLER  
Title: VICE PRESIDENT

STATE OF Missouri )  
 ) ss:  
COUNTY OF St. Louis )

On this 13 day of November, 1998 personally before me came Gary L. Weller, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)



Elizabeth V. Bowling  
Notary Public

ASSIGNEE:

Signed at Clayton, in the County of St. Louis, State of Missouri, this 13 day of November, 1998.

THE HOTSY CORPORATION

By: [Signature]

Type Name: Samuel A. Hamacher

Title: VP

STATE OF Missouri )  
 ) ss:  
COUNTY OF St. Louis )

On this 13 day of November, 1998 personally before me came Samuel A. Hamacher, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

[Signature]  
Notary Public

(SEAL)

**SCHEDULE A**

**REGISTRATIONS, APPLICATIONS AND COMMON LAW MARKS**

**MARK: DIRECT LINE**

<u>Reg'n. Number</u>	<u>Date Reg'd</u>	<u>App'n. Number</u>	<u>Filing Date</u>	<u>Country</u>
1,809,790	12/7/93	74/373,530	3/26/93	United States

**MARK: FUTURA**

<u>Reg'n. Number</u>	<u>Date Reg'd</u>	<u>App'n. Number</u>	<u>Filing Date</u>	<u>Country</u>
Common Law				

**MARK: RHINO**

<u>Reg'n. Number</u>	<u>Date Reg'd</u>	<u>App'n. Number</u>	<u>Filing Date</u>	<u>Country</u>
Common Law				

**MARK: PRESSURE WASHER**

<u>Reg'n. Number</u>	<u>Date Reg'd</u>	<u>App'n. Number</u>	<u>Filing Date</u>	<u>Country</u>
Common Law				

**MARK: HYDRO-QUICK**

<u>Reg'n.</u> <u>Number</u>	<u>Date</u> <u>Reg'd</u>	<u>App'n.</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Country</u>
Common Law				

**MARK: LIQUID BRUSH**

<u>Reg'n.</u> <u>Number</u>	<u>Date</u> <u>Reg'd</u>	<u>App'n.</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Country</u>
Common Law				

**MARK: BRITECH**

<u>Reg'n.</u> <u>Number</u>	<u>Date</u> <u>Reg'd</u>	<u>App'n.</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Country</u>
Common Law				

**MARK: RHINO INDUSTRIES**

<u>Reg'n.</u> <u>Number</u>	<u>Date</u> <u>Reg'd</u>	<u>App'n.</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Country</u>
Common Law				

**MARK: KLEEN KING**

<u>Reg'n.</u> <u>Number</u>	<u>Date</u> <u>Reg'd</u>	<u>App'n.</u> <u>Number</u>	<u>Filing</u> <u>Date</u>	<u>Country</u>
Common Law				