



To the Honorable Commissioner of Patents

101023053

original documents or copy thereof.

4.19.99 mad

1. Name of conveying party(ies):
GB Electrical, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Wisconsin
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Applied Power Inc.
Internal Address: _____
Street Address: _____
P.O. Box 325
City:State: Zip: Milwaukee, WI 53201-0325
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporate-State of Wisconsin
 Other _____
If assignee is not domiciled in the United States, a domestic 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: April 9, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
74/666,713
B. Trademark Registration No.(s)
See attached
Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 7

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert L. Titley
Internal Address: Quarles & Brady LLP
Street Address: 411 East Wisconsin Avenue
City: Milwaukee State: Wisconsin Zip: 53202

7. Total Fee (37 CFR 3.41)\$ 190.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number
17-0055
(Attach duplicate copy of this page if paying by deposit account)

04/28/1999 DNGUYEN 00000193 170055 74666713
01 FC:481 40.00 CH

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.
Robert L. Titley R. L. Titley 4/15/99
Name of person signing Signature Date
Total number of pages including cover sheet, attachments, and document: 7

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

Schedule of Trademarks Assigned by
GB Electrical, Inc.
To Applied Power Inc.

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BLOROPE and Design	1,293,923	September 11, 1984
CUT-A-WAY	1,200,859	July 13, 1982
JET LINE	948,151	December 5, 1972
RIGID ROPE	731,462	May 15, 1962
THE INFLATABLES	1,254,879	October 18, 1983
TRUE TAPE	940,930	August 15, 1972
	<u>Application No.</u>	<u>Application Date</u>
DOUBLELOCK	74/666,713	April 28, 1995

Continuation of Item 4
Trademark Registration Nos.

1,293,923
1,200,859
948,151
731,462
1,254,879
940,930

ASSIGNMENT OF TRADEMARKS

This Assignment is made effective as of April 9, 1999, by GB Electrical, Inc., a Wisconsin corporation ("Assignor") having its principal place of business at 6101 North Baker Road, Glendale, WI 53209, for the benefit of Applied Power Inc., a Wisconsin corporation ("Assignee") having its principal place of business at P.O. Box 325, Milwaukee, Wisconsin 53201-0325.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks (the "Trademarks"), and the registrations (the "Registrations") and/or applications for registration therefor (the "Applications"), listed on the attached Schedule of Trademarks, registered or filed in the U.S. Patent and Trademark Office on the dates listed on the attached Schedule of Trademarks; and

WHEREAS, Assignee desires to acquire from Assignor the Trademarks, the Registrations and the Applications, and the goodwill of the business in connection therewith;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks, the Registrations and the Applications, and the goodwill of the business in connection therewith, and all claims and demands, if any, including all

claims and demands for past infringement, that Assignor may have in connection with the Trademarks, the Registrations and the Applications arising before and as of the date of this Assignment.

Assignor agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights assigned hereunder. Assignor agrees to assist Assignee at Assignee's expense with all proceedings involving the Trademarks, the Registrations and the Applications assigned hereunder, including but not limited to infringement suits, cancellation proceedings, and priority contests.

The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on Assignor and its legal representatives and any corporation controlling Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officer as of the date first stated above.

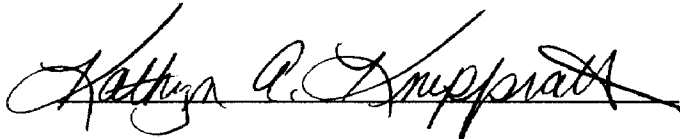
GB Electrical, Inc.

By: 

Andrew G. Lampereur
Vice President of Finance,
Treasurer and
Assistant Secretary

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Andrew G. Lampereur, known to me to be the Vice President of Finance, Treasurer and Assistant Secretary of GB Electrical, Inc., personally appeared before me this 9th day of April, 1999, and executed or acknowledged to me that he executed the foregoing Assignment on behalf of GB Electrical, Inc. and pursuant to authority duly received.



Notary Public
State of Wisconsin,
Milwaukee County
My Commission is
permanent/expires: 5/20/2001

[Notary Seal]