

ATTORNEY DOCKET NO. 04856.86030

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07-10-2000



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and

original documents or copy thereof.

101398028

1. Name of conveying party(ies):

McCulloch Corporation, and McCulloch North America, Inc.

- Individual
- General Partnership
- Corporation-State: Delaware and Maryland, respectively
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Execution Date: October 15, 1999

2. Name and address of receiving party(ies):

Name: Jenn Feng Industrial Company, Ltd.

Internal Address: _____

Street Address: No. 19 Lane 118, Sec 2, Min Tsu Rd.

City: Ping Chang City Country: Taiwan

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation-Country: Taiwan, R.O.C.
- Other _____

Additional name(s) & address(es) attached: Yes No
A domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

4. Application number(s) or :

A. Trademark Application No(s).

B. Trademark Registration No(s)

05-26-2000

75/778,895; 75/778,199 & 75/778,391 Additional numbers attached? No yes

U.S. Patent & TMO/TM Mail Rpt Dt. #

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

Name: Robert H. Resis

Address: BANNER & WITCOFF, LTD.
Suite 3000
Ten South Wacker Drive
Chicago, Illinois 60606

6. Total number of applications and patent numbers involved:

3

7. Total fee (37 CFR §3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No. 01-0850

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

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 H. Resis

Name of Person Signing

Signature

May 23, 2000

Date

07/10/2000 BNGUYEN 00000109 75778895

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

1000, to prosecute the above application and the following registered and pending trademark applications to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration. Please direct all correspondence to Robert H. Reis.

DESIGNATION OF DOMESTIC REPRESENTATIVE

Michael Jong, c/o McCulloch Corporation whose postal address is 6885 East Southpoint Road, Suite 175, Tucson, Arizona 85706 U.S.A. is designated as applicant's representative on whom notices or process in proceedings affecting this application may be served.

JENN FENG INDUSTRIAL COMPANY, LTD

No. 19 Lane 118, Sec. 2

Min Tsu Rd., Ping Chang City

Taiyuan, Taiwan

R.O.C.

Date: MAY 23, 2000


Min Fu Jong
Title: President and Chief Executive Officer



BILL OF SALE AND ASSIGNMENT

05-26-2000

U.S. Patent & TMO/c/TM Mail Rpt Dt: #39

This BILL OF SALE AND ASSIGNMENT dated as of this 19th day of October, 1999, is made and entered into by McCULLOCH CORPORATION, a Delaware corporation ("Corp."), and McCULLOCH NORTH AMERICA, INC., a Maryland corporation ("McCulloch NA" and together with Corp., "Seller") and JENN FENG INDUSTRIAL CO., LTD., a limited company organized under the laws of Taiwan ("Purchaser").

WHEREAS, McCulloch NA and Corp. are debtors-in-possession in Case Nos. 99-0074-TUC-JMM and 99-0097-TUC-JMM, respectively, under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona (Tucson Division) (the "Court"), which cases are being jointly administered.

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement dated as of September 22, 1999 (the "Agreement"), which provides for the sale of certain assets to Purchaser pursuant to 11 U.S.C. §363 free and clear of all liens, claims, encumbrances, and interests and which Agreement and sale have been approved by the Court.

NOW, THEREFORE, for the purpose of effecting such sale pursuant to the provisions of the Agreement and in consideration of the payment made to Seller as provided in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller and Purchaser hereby confirm and agree as follows.

1. Definitions. Any capitalized word that is used herein as a defined term and which is not defined herein, but which is defined in the Agreement, shall have the meaning ascribed to it in the Agreement.

2. Sale and Assignment of the Acquired Assets. Pursuant to the Court's order approving the sale of the Acquired Assets to Purchaser free and clear of all liens, claims, encumbrances, and interests, including, without limitation, free and clear of claims arising for or on account of successor liability, Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser, its successors and assigns, forever, its entire right, title and interest in and to the following:

- (a) The Acquired Contracts as shown on Exhibit "1" attached hereto,
- (b) The Asset Books and Records;
- (c) The Intangible Property, including, without limitation, the McCulloch Patents shown on Exhibit "2" attached hereto and the McCulloch Trademarks shown on Exhibit "3" attached hereto;
- (d) The Jenn Feng Agreements, and

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(e) The Tangible Personal Property as shown on Exhibit "4" attached

hereto.

3. Governing Law. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA (INCLUDING THE BANKRUPTCY CODE), IT BEING THE INTENT OF THE PARTIES THAT FEDERAL LAW SHALL GOVERN THE RIGHTS AND DUTIES OF THE PARTIES HERETO WITHOUT REGARD TO THE APPLICATION OF ANY PROVISION OF STATE LAW. TO THE EXTENT THAT FEDERAL LAW WOULD APPLY THE LAW OF ANY STATE AS THE FEDERAL RULE FOR THE PURPOSES OF THIS AGREEMENT, THE PARTIES AGREE THAT THE LAWS OF THE STATE OF ARIZONA SHALL BE USED TO SUPPLEMENT APPLICABLE FEDERAL LAW.

THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE BANKRUPTCY COURT. PURCHASER AND SELLER WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

PURCHASER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. PURCHASER AND SELLER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale and Assignment to be duly executed and effective as of the date first written above.

MCCULLOCH CORPORATION, a Delaware corporation

By 

Name

Michael R. D'Appolonia

Title

President

MCCULLOCH NORTH AMERICA, INC., a Maryland corporation

By 

Name

Michael R. D'Appolonia

Title

President

JENN FENG INDUSTRIAL CO., LTD.

By 

Name

Title

List of McCulloch Trademarks

ACTIVE REGISTERED TRADEMARKS - MODJALLOCH

07/01/77 11122102

Our Ref.	Country	Trademark	Class	Registration No.	Reg. Date	Status
28080 MD004	CANADA	TRIM-MAC	0	0000443178	5 24 95	
28080 MD004	UNITED STATES	TRIM MAC	07	0001817347	1 18 94	U
28080 MD007	CANADA	TIMBER BEAR & DESIGN	7	0000406405	12 18 92	
28080 MD007	UNITED STATES	TIMBERBEAR	07	0001765549	4 20 93	
28080 MD010	CANADA	PRO-SCAPER	31	0000389624	10 25 91	
28080 MD010	UNITED STATES	PRO-SCAPER	07	0001443378	5 7 91	U
28080 MD012	CANADA	TITAN	07	0000381879	3 22 91	
28080 MD012	UNITED STATES	TITAN	07	0001540143	5 23 89	
28080 MD016	CANADA	MOCAT & DESIGN	0	0000461117	8 14 94	
28080 MD014	UNITED STATES	MAC CAT & DESIGN	07	0001491175	4 9 92	U
28080 MD020	UNITED STATES	MC LODD - SAWTOOTH DESIGN	07	0001018714	8 24 75	
28080 MD022	UNITED STATES	MODJALLOCH	04	0000688725	4 7 70	
28080 MD023	CANADA	MODJALLOCH	00	0000153492	10 6 67	
28080 MD023	UNITED STATES	MODJALLOCH	00	0000546637	6 14 51	
28080 MD024	UNITED STATES	MINI MAC	07	0000921077	9 28 71	
28080 MD025	CANADA	EAGER BEAVER & DESIGN	7	0000302661	5 10 85	
28080 MD025	UNITED STATES	EAGER BEAVER	07	0001272384	4 3 84	
28080 MD026	UNITED STATES	EAGER BEAVER	07	0001372138	11 26 85	
28080 MD027	CANADA	EAGER BEAVER & DESIGN	7	0000302660	5 10 85	
28080 MD027	UNITED STATES	EAGER BEAVER AND DESIGN	07	0001331485	4 23 85	
28080 MD028	UNITED STATES	EAGER BEAVER BY MODJALLOCH	07	0001375474	12 17 85	
28080 MD029	UNITED STATES	EAGER BEAVER BY MODJALLOCH & DESIGN	07	0001377881	1 14 84	
28080 MD030	CANADA	MAC	07	0000372775	1 16 87	
28080 MD030	UNITED STATES	MAC	07	0001372139	11 26 85	
28080 MD031	UNITED STATES	ELECTRAMAC	7	0001331489	4 23 85	
28080 MD032	UNITED STATES	OWIN BRACK (AND DESIGN)	07	0001310798	12 25 84	

ACTIVE REGISTERED TRADEMARKS - MCCULLOCH

Our	Ref.	Country	Trademark	Class	Registration No.	Reg. Date	Status
28080	FD003	UNITED STATES	AUTO-SHARP	07	0001343814	6 25 85	
28080	FD034	UNITED STATES	AIR STREAM	07	0001467768	12 1 87	
28080	FD037	UNITED STATES	MCCULLOCH	15	0000756262	9 3 63	
28080	FD002	CANADA	ONE SHOT	4	0000409414	3 12 93	U
28080	FD002	UNITED STATES	ONE SHOT	04	0001678188	3 10 92	
28080	FD003	CANADA	PRO MAC	07	0000419494	11 12 93	
28080	FD003	UNITED STATES	PRO MAC	07	0001660536	10 15 91	
28080	FD062	CANADA	POWER MAC	07	0000404071	10 23 92	
28080	FD062	UNITED STATES	POWER MAC	07	0001443959	11 12 91	
28080	FD064	CANADA	SILVER EAGLE	07	0000467579	12 12 96	
28080	FD071	UNITED STATES	TIMBER BEAR AND DESIGN	7	0001849787	8 14 94	U
28080	FD072	UNITED STATES	MCCULLOCH MAC CAT & DESIGN	7	0001805113	11 16 93	U
28080	FD073	CANADA	MINI PRO	07	0000410710	4 9 93	
28080	FD084	CANADA	MC LOGO - SAWTOOTH DESIGN	07	0000215714	8 27 91	
28080	FD084	UNITED STATES	MC (STYLIZED)	07	0001717522	9 22 92	
28080	FD100	CANADA	MCCULLOCH	7	0000417545	10 1 93	
28080	FD100	UNITED STATES	MCCULLOCH	7	0001717504	9 22 92	
28080	FD119	UNITED STATES	MCCAT	7	0001759484	3 23 93	
28080	FD350	CANADA	PRESERVE	01	0000439557	2 17 95	
28080	FD350	UNITED STATES	PRESERVE	1	0001948403	1 14 94	
28080	FD354	UNITED STATES	EAGER BEAVER	7	0001844511	7 26 94	
28080	FD416	UNITED STATES	MCCULLOCH MAC VMC	9	0001971424	4 20 94	
28080	FD520	UNITED STATES	CHAIN BRAKE SAFETY & DESIGN	7	0002182729	8 18 98	U
28080	FD643	UNITED STATES	MITE E LITE	07	0000743704	1 15 63	
28080	FD77A	UNITED STATES	MCCULLOCH MOTORS ACC & DESIGN	07	0001908164	8 1 95	

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ACTIVE REGISTERED TRADEMARKS - MCDULLOCH

Our	Ref.	Country	Trademark	Class	Registration No.	Reg. Date	Status
28764	M0084	MEXICO	MC LOGO (SAWTOOTH DESIGN)	7	0000418779	7 27 92	
28764	M120A	MEXICO	SAWTOOTH	6	0000187897	11 15 84	
28764	M1230	MEXICO	PRESERVE	01	0000453404	3 2 94	

*** END OF REPORT ***

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PENDING TRADEMARK APPLICATIONS - MCCULLOCH

Our	Ref.	Country	Trademark	Class	Serial No.	Filing Date	Status
28080	MC643	UNITED STATES	REX RAPID EXCHANGE SYSTEM & DESIGN	7	0000365536	9 30 97	
28080	MC648	UNITED STATES	MCCULLOCH	07	0000000001	0 0 0	
28080	MC667	UNITED STATES	MCCULLOCH	11	0000000003	0 0 0	
28080	MC669	UNITED STATES	MCCULLOCH	07	0000000002	0 0 0	
28764	MC100	MEXICO	MCCULLOCH	7	0000128928	12 12 91	

***** END OF REPORT *****