

6-19-00



Tab settings

101406668

...shed original documents or copy thereof.

1. Name of conveying party(ies):

Harrow Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: Bellota US Corp.

Internal Address:

Street Address: 1540 East Sixth Street

City: Corona State: CA ZIP: 92979

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment and Assumption Agreement

- Merger
- Change of Name

Execution Date: January 28, 2000

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)



06-19-2000

U.S. Patent & TMO/™/TM Mail Rcpt Dt. #39

B. Trademark Registration No.(s)

see attached
Schedule A

Yes No

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

Name: Albin H. Gess

Internal Address: Price, Gess & Ubell

Street Address: 2100 S.E. Main Street, Suite 250

City: Irvine State: CA ZIP: 92614

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41):.....\$ \$760.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-2462

07/14/2000 ASCOTT 00000097 1510525

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 450.00 OP

Refund Ref: 07/14/2000 ASCOTT 0000095813

9. Statement and signature.

CHECK Refund Total: \$270.00

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.

Albin H. Gess

June 15, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

SCHEDULE A

<u>Title of Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
	<u>United States</u>	
BEST MARK GUARANTEE MADE IN USA and design	1,510,525	October 25, 1988
CORONA	1,691,192	June 9, 1992
CORONA design	1,396,496	June 10, 1986
CORONA (stylized)	527,173	July 4, 1950
CORONA	1,870,339	December 27, 1994
CORONA CLIPPER	1,956,710	February 13, 1996
Design (60 type truncated triangular depression)	1,483,104	April 5, 1988
Design (hand pruner hook depression)	1,483,105	April 5, 1988
Design (21 type triangular depression)	1,412,060	October 7, 1986
Design (lopper depression)	1,453,958	August 25, 1987
HOMEPRO	1,608,855	August 7, 1990
RAZOR TOOTH SAW (stylized)	1,713,095	September 8, 1992
LOPPER DEPRESSION (rectangular design)	71,519	November 29, 1983
Shear design (21 type triangular depression)	72,495	March 1, 1984
RADIAL ARC	1,886,523	March 28, 1995
SHOCK STOP	1,886,522	March 28, 1995
STRATA SHEAR 3	2,057,338	April 29, 1997
CORONA PROFESSIONAL	1,955,250	February 6, 1996
CORONIUM	1,919,284	September 19, 1995



ASSIGNMENT AND ASSUMPTION AGREEMENT

(Domestic and Foreign Trademarks)

06-19-2000

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

This Assignment and Assumption Agreement (this “**Assignment**”) is dated as of January 28, 2000, between **HARROW PRODUCTS, INC.**, a Delaware corporation (“**Assignor**”), and **BELLOTA US CORP.**, a Delaware corporation (“**Assignee**”), with reference to the following:

RECITALS

A. Assignor and Corporacion Patricio Echeverria, S.A., a corporation organized under the laws of Spain and Assignee’s predecessor-in-interest (“**CPE**”), have entered into that certain Asset Purchase Agreement, dated as of December 17, 1999 (the “**Purchase Agreement**”), pursuant to which Assignor will sell to Assignee all of Assignor’s right, title and interest in the Transferred Assets (as defined in the Purchase Agreement).

B. CPE assigned and transferred all of its rights and obligations under the Purchase Agreement to Assignee.

C. Assignor desires to assign and Assignee desires to accept all of Assignor’s right, title and interest in and to the trademarks listed in Schedule A, attached hereto, including all goodwill attached thereto.

D. Capitalized terms contained herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

NOW THEREFORE, for valuable consideration received, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the trademarks listed in Schedule A hereto, including all goodwill attached thereto (collectively, the “**Trademarks**”). Assignee hereby accepts the Trademarks and assumes all of the Assumed Liabilities related thereto from and after the date hereof.

2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, excluding that body of law pertaining to conflicts of law.

3. Severability. If any provision of this Assignment is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

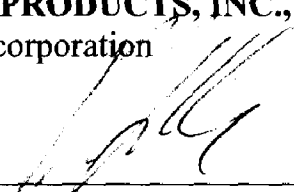
4. Amendment. No waiver, modification or amendment of any provision of this Assignment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered on the date set forth in the preamble hereto.

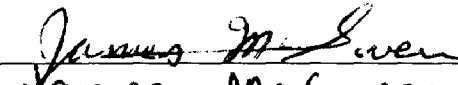
ASSIGNOR:

HARROW PRODUCTS, INC.,
a Delaware corporation

By: 
Name: R. G. HELLER
Title: SECRETARY

ASSIGNEE:

BELLOTA US CORP.,
a Delaware corporation

By: 
Name: James McGovern
Title: President & COO

SCHEDULE A

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CORONIUM	1,919,284	September 19, 1995
	<u>Argentina</u>	
CORONA	1,518,356	April 29, 1994
CORONA PROFESSIONAL	1,518,355	April 29, 1994

	<u>Australia</u>	
CORONA	669,614	November 13, 1996
CORONA PROFESSIONAL	669,615	November 8, 1996
	<u>Brazil</u>	
CORONA	817.450.360	October 22, 1996
CORONA PROFESSIONAL	817.450.351	October 22, 1996
	<u>Canada</u>	
CORONA design	App. No. 455,714	March 22, 1996
CORONA PROFESSIONAL	App. No. 455,715	March 22, 1996
	<u>Chile</u>	
CORONA PROFESSIONAL	439,895	February 23, 1995
CORONA	441,601	March 20, 1995
	<u>New Zealand</u>	
CORONA	252,437	August 15, 1995
CORONA PROFESSIONAL	252,438	August 22, 1997
	<u>South Africa</u>	
CORONA	App. No. 97/08119	Filing Date May 30, 1997
CORONA PROFESSIONAL	App. No. 97/08120	Filing date May 30, 1997
	<u>CTM</u>	
CORONA	238,246	April 24, 1996
CORONA PROFESSIONAL	238,337	September 28, 1998
CORONA CLIPPER	237,792	July 1, 1999

TRADEMARKS ONLY

Docket No.:

COR1-100e

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

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 - General Partnership
 - Corporation-State **Delaware**
 - Other _____
- Association
 - Limited Partnership

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City: **Corona** State: **CA** ZIP: **92979**

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06-19-2000

U.S. Patent & TMO-c/TM Mail Rcpt Dt. #39

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Schedule A**

Yes No

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

Name: **Albin H. Gess**

Internal Address: **Price, Gess & Ubell**

Street Address: **2100 S.E. Main Street, Suite 250**

City: **Irvine** State: **CA** ZIP: **92614**

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7. Total fee (37 CFR 3.41):.....\$ **\$760.00**

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Name of Person Signing

Signature

June 15, 2000

Date

Total number of pages including cover sheet, attachments, and

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