

07-26-2000



ET

Docket No.:

Y

101414301

Tab settings

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

1. Name of conveying party(ies):

Curtis Industries, Inc.

6/26/00

- 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: **Barnes Group Inc.**

Internal Address:

Street Address: **123 Main Street P.O. Box 489**

City: **Bristol** State: **CT** ZIP:

- 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 N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: **May 10, 2000**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,122,787	861,487	867,382	2,278,994
756,667	2,320,581	800,231	2,353,832
2,108,270	2,320,580	2,339,838	
1,018,650	1,343,665	1,262,075	

Additional numbers Yes No

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

Name: **Toby H. Kusmer**

Internal Address: **McDermott, Will & Emery**

Street Address: **28 State Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and registrations involved: **14**

7. Total fee (37 CFR 3.41): \$ **560.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1133

DO NOT USE THIS SPACE

07/25/2000 MTHA11 00000165 2122787

01 FC:481 40.00 OP
02 FC:482 325.00 OP

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.

Ronald R. Demsher

Name of Person Signing

Signature

June 28, 2000

Date

Total number of pages including cover sheet, attachments, and

App. No.: 07/25/2000 MTHA11 0010340200
App. No.: 501133 Name/Number: 2122787
FC: 704 \$185.00 CR

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TRADEMARK

REEL: 002108 FRAME: 0751

GENERAL DEED OF ASSIGNMENT OF TRADEMARKS

Dated May 10, 2000, from Curtis Industries, Inc., a Delaware corporation with offices at Paragon Center, 6140 Parkland Boulevard, Mayfield Heights, OH ("Seller"), to Buyer (defined below) with offices at 123 Main Street, P.O. Box 489, Bristol, CT.

Pursuant to that certain Asset Purchase Agreement dated as of the 27th day of April, 2000 (the "Purchase Agreement"), by and among BARNES GROUP INC., a Delaware corporation ("BGI"), on behalf of itself, Barnes Group Canada Inc., a Canadian corporation ("Barnes Canada"), and Bowman Distribution Europe Limited, a United Kingdom ("Bowman Europe") (BGI, Barnes Canada and Bowman Europe are collectively referred to herein as the "Buyer"), Seller and PARAGON CORPORATE HOLDINGS, INC., a Delaware corporation (the "Parent"), Buyer has purchased and Seller has agreed to sell, assign, transfer, convey and deliver to Buyer the Acquired Assets (as defined therein), including all of Seller's right, title and interest in and to the Trade Names as defined in the Purchase Agreement, and listed on the attached Exhibit A which is incorporated herein by this reference.

NOW, THEREFORE, in consideration of the execution of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, the parties agree as follows:

1. Assignment. Seller by these presents does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to Buyer, its successors and assigns, forever, its entire right, title and interest in all countries and jurisdictions throughout the world in and to:

(a) All trademarks, trade names, applications for registration and registrations thereof listed on Exhibit A attached hereto, all of Seller's business and goodwill relating thereto and all common law and other rights which Seller may have to the foregoing trademarks or trade names whether acquired by use, registration, application or otherwise; and

(b) All rights to reissues, divisions, continuations, extensions of, registrations and renewals, and all other rights, powers, privileges and interests of whatsoever nature, kind or description relating to the rights and interests referred to in paragraph (a) above including, without limitation, all benefits, claims, demands and rights of recovery that Seller has or may have in profits or damages for past and future infringements, if any, of the foregoing and all rights to compromise, sue for and collect such profits or damages as fully and entirely as the same would have been held and employed by the Seller, if this assignment and sale had not been made.

2. Further Assurances. From and after the date hereof, upon request of Buyer, Seller shall do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, powers of attorney, documents for recordation and other instruments and papers as may be required by Buyer to sell, assign, transfer, convey, deliver to, and vest in, Buyer record ownership in Buyer and to protect Buyer's right, title and interest in

and enjoyment of all the rights and interests hereby assigned and transferred or intended to be assigned and transferred to Buyer hereunder. The omission of any right relating to any trademark, trade name, trademark application or trademark registration from the specific terms of this Assignment shall not be deemed to limit the assignment of such right pursuant to the Purchase Agreement.

3. Power of Attorney. Seller hereby irrevocably constitutes and appoints Buyer, its successors and assigns, the true and lawful attorney of Seller, with full power of substitution, in the name of Buyer or in the name of Seller, but for the benefit and at the expense of Buyer, to take any and all action which Buyer may deem proper in order to fully vest in Buyer the rights and interests hereby assigned and transferred to Buyer in any country or jurisdiction of the world. Seller acknowledges that the foregoing powers are coupled with an interest.

4. Future Assistance. Seller further covenants that Buyer will, upon its request, be provided promptly with all pertinent facts and documents relating to the rights referred to in Section 1 above, as may be known and accessible to Seller and Seller will testify to the same in any interference, opposition or litigation related thereto and will promptly execute and deliver to Buyer or its legal representative any and all papers, instruments or affidavits required to assign, maintain, issue or enforce rights which may be necessary or desirable to carry out the purposes hereof or to record the transfer of the Acquired Assets to Buyer as provided hereunder.

5. Ownership. Seller recognizes Buyer's ownership and title to the Acquired Assets throughout the world and Seller shall not, directly or indirectly, claim adversely to Buyer any right, title or interest in and to the Acquired Assets in any country or jurisdiction of the world nor shall Seller attack the validity of this Assignment. Seller also agrees not to attempt to register to use or to aid any third party in attempting to register or to use any trademark, trade name or service mark which may be, in the opinion of Buyer, confusingly similar to any of the trademarks or trade names which are part of the Acquired Assets.

6. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective permitted successors, assigns and designees pursuant to the provisions of the Purchase Agreement.

7. Notices.

If to Buyer: Barnes Group, Inc.
123 Main Street, P.O. Box 489
Bristol, CT 06011-0489

If to Seller: Curtis Industries, Inc.
Paragon Center
6140 Parkland Boulevard
Mayfield Heights, OH 44124

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed and delivered, under seal, as of the day and year first above written.

SELLER:

CURTIS INDUSTRIES, INC.

By: Idelle K. Wolf
Name: Idelle K. Wolf
Title: Exec. VP

EXHIBIT A

EXHIBIT A

MARK	COUNTRY GOODS SOLD IN	GOODS	SERIAL NO.	FILING DATE	STATUS
AV & design ¹	NONE	distributorship services for electrical, electronic and computer equipment and for motors and machinery	74/151,622	03/22/1991 07/14/1992	License Expired 05/13/98
AVNET ¹	NONE	distributorship services in the field of electrical, electronic and computer equipment, electric motors and machinery	73/587,827	03/13/1986 03/15/1988	License Expired 05/13/98
CNC-KEYMETAL	NONE	alloy made into key blanks	72/237,430	01/27/1966 05/30/1967	Expired
CURTIS	USA, UK & CANADA	chemicals, namely, solvents and adhesives for automotive and building applications; automobile cooling system leak sealants; gases for welding in International Class 1; Cleaning preparations for automotive and building maintenance applications; and polymer sealants for cleaning, shining and protecting automobile exterior surfaces in International Class 3; Metal fasteners, namely bolts, nuts, screws, washers and rivets; security products, namely key blanks, metal padlocks, metal combination locks; wire rope, wire mesh, wire, barbed wire, metal cable wire, non-electric multi-strand wire, non-electric single-strand wire, uninsulated non-electric wire; metal welding rods; non-electric cables and standard brass pipe fittings for automotive and industrial maintenance applications in International Class 6; Key duplicating machines, key code cutting machines; key cutting machine accessories, namely, cams and carriages; power tool parts, namely, drill bits; and electric welding machines in International Class 7; Hand tools, namely, clamps, drill bits, screw drivers, wrenches and pliers; manually-operated key code cutters; and non-electric welding machines in International Class 8; Rubber hose for use in connection with welding; rubber sealants for caulking and adhesive purposes; pipe joint sealants; adhesive sealant and caulking compounds; and sealants for buildings in International Class 17.	75/055,300	02/08/1996	Registered 12/23/1997
CURTIS & design	USA, UK & CANADA	hardware, namely, bolts, nuts, wood and metal screws, pins, washers, snap rings, shims, clips, cotter pins, and hollow head screws	72/139,277	03/07/1962 F 09/17/1963 I	Renewed 11/27/1984 Recorded 07/06/1999

¹ Curtis holds a supplemental patent, trademark license and copyright mortgage from Avnet, Inc. in this mark.

² Except where indicated, all marks are filed with the U.S. Patent and Trademark Office.

MARK	COUNTRY GOODS SOLD IN	GOODS	SERIAL NO.	FILING DATE	STATUS
CURTIS THE CHOICE OF PROFESSIONALS	USA, UK & CANADA	Chemicals, namely, solvents and adhesives for automotive and building applications; automobile cooling system leak sealants; gases for welding in International Class 1; Cleaning preparations for automotive and building maintenance applications; and polymer sealants for cleaning, shining and protecting automobile exterior surfaces in International Class 3; Metal fasteners, namely bolts, nuts, screws, washers and rivets; security products, namely key blanks, metal padlocks, metal combination locks; wire rope, wire mesh, wire, barbed wire, metal cable wire, non-electric multi-strand wire, non-electric single-strand wire, un-insulated non-electric wire; metal welding rods; non-electric cables and standard brass pipe fittings for automotive and industrial maintenance applications in International Class 6; Key duplicating machines, key code cutting machines; key cutting machine accessories, namely, cams and carriages; power tool parts, namely, drill bits; and electric welding machines in International Class 7; Hand tools, namely, clamps, drill bits, screw drivers, wrenches and pliers; manually-operated key code cutters; and non-electric welding machines in International Class 8.	75/055,311	02/08/1996 F	Registered 10/28/1997
CURTISOL	USA & CANADA	Class 2 - Paints: under-coating, moisture-barrier coating, moisture-displacing or dehydrating coatings, solvents for adhesives, gums, carbon, oil and grease, lubricant oils, greases and synthetic lubricating compounds, cutting tool coolant, moisture-proofing coating for synthetic leathers and upholstery plastics, gasket adhesive and sealer, thread sealer for mating parts, adhesives for automotive trim securement, marking paint, and anti-spatter coating for welding	73/021,038	05/09/1974 F 08/26/1975 R	Renewed 08/26/1995
CURTISOL	USA & CANADA (Mortgage)	U.S. Class 52 - Detergents and Soaps: aerosol chemicals in liquid form, namely, grease solvents (International Class 1)	72/279,813	09/07/1967 F 12/03/1968 R	Renewed 12/03/1988
DEALER 1 SOURCE	USA	(International Class 35)	75/518,551	07/14/1998 Pub. Date 11/30/1999	Certificate of Registration No. 2,320,581 issued 2/22/2000
DEALER 1 SOURCE AND DESIGN	USA	(International Class 35)	75/518,497	07/14/1998 Pub. Date 11/30/1999	Certificate of Registration No. 2,320,580 issued 2/22/2000

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MARK	COUNTRY GOODS SOLD IN	GOODS	SERIAL NO.	FILING DATE	STATUS
DESIGN ONLY ¹ <small>Gear design from Avnet</small>	USA	chemical products for automotive, industrial and general uses, namely, chemical waterproof and rustproof sealants, gasket strippers, battery terminal coatings other than paint, belt dressings, adhesives, engine starting fluids and cutting tool coolants (int. Cl.2) paints and protective coatings for automotive, industrial and general uses, namely, enamels, penetrating oils and rustproof coatings (int. Cl. 3) cleaning preparations for automotive, industrial and general uses, namely, cleaners for glass, engines, batteries and machinery, degreasants, and penetrants for removing rust (int. Cl. 4) lubricants and multi-purpose greases for automotive, industrial and general uses (int. Cl. 6) metal goods for automotive, industrial and general uses-namely, nuts, bolts and screws, metal bins and cabinets sold empty, casters, non-electric cables, chains and chain parts, cotter pins, dowel pins, nails, fittings for pipe and hose, handles, hanger straps, hood catches, hooks, keys, locks, clevis pins, lynch pins, roll pins, rivets, rods, and washers (int. Cl. 7) machinery for automotive, industrial and general uses, namely, stationary engine filters, lifting jacks, drain cocks for machines and pressure valves (int. Cl. 8) hand tools for automotive, industrial and general uses, namely, razor blades and holders, industrial knives, files, saws, and saw blades, rivet tools, tool bits, wrenches and shears, hand operated clamps and screw extractors (int. Cl. 9) electrical and scientific apparatuses for automotive, industrial and general uses, namely alarms, electrical	73/390,222	09/27/1982 F 12/20/1982 F 06/25/1985 I	Registered - Partial '8 Accepted 10/30/1991 by Avnet Assigned to Curtis 7-6-99 Reel 001923 Frame 0717
DURATORQ	USA & CANADA	fasteners and associated products, namely, bolts, cap screws, nuts, washers, and lock washers	72/284,895	11/15/1967 F 04/01/1969 I	Renewed 04/01/1999
DURATRONIC	USA & CANADA	terminal connectors for electrical leads	72/199,270	08/05/1964 12/14/1965	Renewed 12/04/85
EAS-OFF	USA, UK & CANADA	lubricating oil and penetrant for loosening rusted fasteners	73/011,179	01/17/1974 04/22/1975	Expired
GEM-TONE	NONE	key blanks	72/291,363	02/19/1968 08/19/1969	Expired
KEY HOLE DESIGN	USA & CANADA	Class 6, bolts	75,479,592 (Service Mark)	05/05/1998	Accepted and published for opposition 1/18/2000

¹ Curtis holds a supplemental patent, trademark license and copyright mortgage from Avnet, Inc. in this mark.

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MARK	COUNTRY GOODS SOLD IN	GOODS	SERIAL NO.	FILING DATE	STATUS
KEY HOLE DESIGN	NONE	Class 6, metal nuts and washers - based on "Intent to Use"	75/479,576 (Service Mark)	05/05/1998	Accepted and published for opposition 1/11/2000
KEYPRO	USA, UK & CANADA	metal display units for merchandising keys and key accessories	73/806,600	06/14/1989 02/27/1990	Canceled Section 8 09/02/1996
MECHANICS CHOICE¹	USA	chemical products for automotive and industrial use, namely, chemical waterproof and rustproof sealants, gasket strippers, battery terminal coatings, belt dressings, adhesives, engine starting fluids and cutting tool coolants, paints and protective coatings for automotive, industrial and general uses, namely, enamels, penetrating oils and rustproof coatings (int. Cl. 3) cleaning preparations for automotive and industrial use, namely, enamels and rustproof coatings; cleaners for automotive and industrial use (int. Cl. 6), namely, cleaners for glass, engines, batteries, and machinery; penetrants for removing rust; and degreasers; lubricants and multi-purpose greases for automotive and industrial use; and penetrating oils; metal goods for automotive and industrial use, namely, nuts, bolts and screws; bins and cabinets; casters; chains and chain parts, namely turnbuckles, shackles and harness snaps; clamps; cotter pins; dowel pins; nails; fittings for pipe and hose; grab pins; dowel pins; nails, fittings for pipe and hose; grab handles; metal hanger straps; hood catches; hooks; keys; locks; clevis pins; lynch pins; roll pins; r washers	73/279,462	09/26/1980 F 12/27/1983 I	Registered by Avnet 10/06/1989 Assigned to Curtis 7-6-99 Reel 001923 Frame 0717
MECHANICS CHOICE (Canadian Mark)	CANADA	chemical products for automotive and industrial use, namely, chemical waterproof and rustproof sealants, gasket strippers, battery terminal coatings, belt dressings, adhesives, engine starting fluids and cutting tool coolants, paints and protective coatings for automotive, industrial and general uses, namely, enamels, penetrating oils and rustproof coatings (int. Cl. 3) cleaning preparations for automotive and industrial use, namely, enamels and rustproof coatings; cleaners for automotive and industrial use (int. Cl. 6), namely, cleaners for glass, engines, batteries, and machinery; penetrants for removing rust; and degreasers; lubricants and multi-purpose greases for automotive and industrial use; and penetrating oils; metal goods for automotive and industrial use, namely, nuts, bolts and screws; bins and cabinets; casters; chains and chain parts, namely turnbuckles, shackles and harness snaps; clamps; cotter pins; dowel pins; nails; fittings for pipe and hose; grab pins; dowel pins; nails, fittings for pipe and hose; grab handles; metal hanger straps; hood catches; hooks; keys; locks; clevis pins; lynch pins; roll pins; r washers	TMA294,969	09/14/1999	Renewal Certificate Expires 09/14/2014

¹ Curtis holds a supplemental patent, trademark license and copyright mortgage from Avnet, Inc. in this mark.

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MARK	COUNTRY GOODS SOLD IN	GOODS	SERIAL NO.	FILING DATE	STATUS
MECHANICS CHOICE (Gear Design) (Canadian Mark)	CANADA		TMA297,282	11/25/1999	Renewal Certificate Expires 11/23/2014
PC+ AXCESS	USA & CANADA	Int. Cl.: 7; Prior U.S. Cls.: 13, 19, 21, 23, 31, 34 & 35. Access grants to Curtis the right to use and display Access's PC+ mark solely in connection with and solely to the extent reasonably necessary for marketing, distribution and support of the System within the Territory in accordance with the terms and conditions of the Code Cutter Agreement.	2,278,994	09/21/1999	Registered to and owned by Axxess Technologies
PRO-KLEEN	USA & CANADA	chlorinated petroleum distillates for use as a corrosion cleaner and corrosion preventative for wet storage batteries	73/011,254	01/17/1974 12/17/1974	Expired
PRO-MAX ¹	NONE	hacksaw blades	74/013,254	12/20/1989 F 08/21/1990 I	Registered ('8&15 Aff. Accepted and Acknowledged)
QUALITY PRODUCTS & SERVICE	USA, UK & CANADA	same as above: Classes 1,3,6,7,8 & 17 Chemical; cosmetics and cleaning preparations; metal goods, machinery, hand tools, and rubber goods. Application filed in Canada 2/7/00, no Serial # received to date; Application filed in UK 2/2/00, Serial #22212120; UK TM Office file on or before 5/2/00.	75/770,690	08/06/1999	Accepted and published for opposition 3/7/00 (30 days to oppose)
ULTRAHOLD ¹	USA & CANADA	glue for industrial use; namely, automotive, computer, pool maintenance, construction, and other such industries	74/136,436	02/01/1991 07/14/1992	Expired Section 8
VANGUARD	NONE	Class 25. key blanks	72/199,269	08/05/1964 F 02/23/1965 R	Expired 05/23/1985

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