

08-09-2000



U.S. DEPARTMENT OF COMMERCE

101426471 COVER SHEET  
TRADEMARKS ONLY

SEP 14 11 10: 14  
COPYFINANCE

Patent and Trademark Office  
Docket No. 030157-2540

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

1. Name of Conveying party(ies): *7.14.00*  
Newell Stamping and Mfg. Co.  
 Individual(s)                 Association  
 General Partnership        Limited Partnership  
 Corporation - Michigan      Other

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

3. Nature of conveyance:  
 Assignment                  Merger  
 Security Agreement        Change of Name  
 Other:  
Execution Date: June 6, 2000

2. Name and address of receiving party(ies):  
Name: H.B. Sherman Manufacturing Company  
Street Address: 22 Barney Street  
Battle Creek, Michigan 49014

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: Michigan  
 Other: \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Registration No.(s) 0527637

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Carla B. Oakley  
Brobeck, Phleger & Harrison LLP  
Spear Street Tower  
One Market  
San Francisco, CA 94105

6. Total number of applications and trademark registrations involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket: [DOCKET NUMBER]

8. Deposit account number: 02-3950

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

**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.

Name: Carla B. Oakley

*Carla B. Oakley*  
Signature

*7-10-2000*  
Date

Total number of pages comprising cover sheet, attachment and document: 3

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

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# TRADEMARK ASSIGNMENT

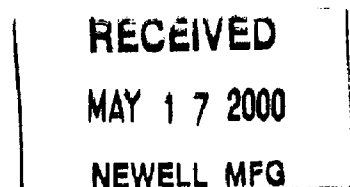
This Trademark Assignment (this "Assignment") is effective as of the 6 day of <sup>June</sup>~~May~~, 2000, by and between Newell Stamping and Mfg. Co., having a place of business at 315 Chatman, Lowell, Michigan 49331, (hereinafter referred to as "Assignor"), and H.B. Sherman Manufacturing Company, 22 Barney Street, Battle Creek, Michigan 49014, a Michigan corporation, (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted and used and is, to the best of its knowledge and belief, the owner of the trademark GOLD LABEL (Registration No. 0527637) and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement worldwide (hereinafter collectively referred to as the "Trademark");

WHEREAS, pursuant to a Stock Purchase Agreement dated as of February 3, 1998, UnionTools, Inc. purchased all of the outstanding stock of Assignee and Assignee represented that the Trademark was owned by Assignee as was intended by Assignor and Assignee as part of previous transactions between them, and Assignor and Assignee have learned that, inadvertently and in error, the Trademark was not assigned from Assignor to Assignee as previously intended;

WHEREAS, Assignor now wishes to correct such error and to assign to Assignee all right, title and interest as Assignor may possess in and to the Trademark worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee, free and clear of liens and encumbrances, all right, title and interest as Assignor may possess in and to the



Trademark worldwide, together with the goodwill of the business symbolized by said Trademark, and all claims for damages for past infringement thereto.

Executed at Lowell, MI this 6 day of ~~May~~ <sup>June</sup> 2000.  
City State

NEWELL STAMPING AND MFG. CO.

[Signature]  
Signature

JACK E. CAUDILL  
Exec. V.P.  
Name/Title

STATE OF MICHIGAN

COUNTY OF Kent

On this 6<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2000, before me appeared JACK E. CAUDILL, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Assignor with authority to do so.

[Signature]  
Notary Public  
GINNY GAUGER  
NOTARY PUBLIC  
KENT COUNTY, MI  
MY COMMISSION EXPIRES  
AUG. 10, 2004

(SEAL)

RECEIVED  
MAY 17 2000  
NEWELL MFG

TRADEMARK