

**TRADEMARK ASSIGNMENT
CORRECTED**

This Trademark Assignment (this "Assignment") is by and between Newell Stamping and Mfg. Co., having a place of business at 1450 Rowe Parkway, Poplar Bluff, Missouri 63901, (hereinafter referred to as "Assignor"), and H.B. Sherman Manufacturing Company, 22 Barney Street, Battle Creek, Michigan 49014, a Missouri corporation, (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted and used and was, 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 in connection therewith, Assignee represented that the Trademark was owned by Assignee as was intended by Assignor and Assignee, and Assignor and Assignee subsequently have learned that, inadvertently and in error, the Trademark was not assigned from Assignor to Assignee as previously intended;

WHEREAS, by Trademark Assignment signed and acknowledged by Assignor and dated as of June 6, 2000, the Assignor assigned the Trademark to Assignee in accordance with the intention of the parties and as contemplated in the Stock Purchase Agreement; and

WHEREAS, the Trademark Assignment noted in error that Assignee is a Michigan corporation and Assignor now wishes to correct such error and to correct the assignment to reflect that Assignee is and was at the time of the original Trademark Assignment a Missouri corporation.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee, a Missouri corporation, free and clear of liens and encumbrances, all right, title and interest as Assignor may possess in and to the Trademark (including Registration No. 0527637) worldwide, together with

the goodwill of the business symbolized by said Trademark, and all claims for damages for past infringement thereto. This Assignment is intended to confirm the assignment made as of June 6, 2000 and is effective nunc pro tunc as of February 3, 1998.

Executed at Lowell, MI this 31 day of August 2000.
City State

NEWELL STAMPING AND MFG. CO.

Jack E. Caudill Jack E. Caudill Exec. V.P.
Signature Name/Title

STATE OF MICHIGAN

COUNTY OF Kent

On this 31st day of August, 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.

Noreen K. Balaam
Notary Public

(SEAL)

NOREEN K. BALAAM
Notary Public, Kent County, MI
My Commission Expires 08-04-2004