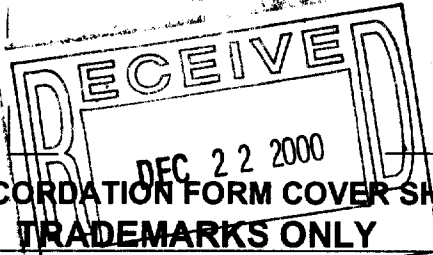


01-09-2001



101575822

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



RECORDATION FORM COVER SHEET
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12.22.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
01 01 2000
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Cooper Industries, Inc. Execution Date
Month Day Year
12 20 2000

Formerly _____ 75723971

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Ohio

Receiving Party

Mark if additional names of receiving parties attached

Name Cooper Brands, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 600 Travis

Address (line 2) Suite 5800

Address (line 3) Houston TX 77002
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 002207 FRAME: 0921

Domestic Representative Name and Address

Enter for the first Receiving Party only.

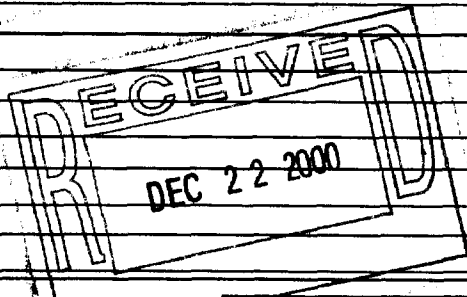
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75223971"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

John R. Owen
Name of Person Signing

Signature

21 Dec 2000
Date Signed

**AGREEMENT FOR SALE AND TRANSFER
OF INTELLECTUAL PROPERTY INTERESTS**

This Agreement for Sale and Transfer of Intellectual Property interests ("Agreement") is effective as of 12:01 a.m. on January 1, 2000 by and between COOPER INDUSTRIES, INC., an Ohio corporation, having its principal offices at 600 Travis, Suite 5800, Houston, Texas 77002 (hereinafter "ASSIGNOR"), and COOPER BRANDS, INC., a Delaware corporation having its principal offices at 600 Travis, Suite 5800, Houston, Texas 77002 (hereinafter "ASSIGNEE").

RECITALS

WHEREAS, ASSIGNOR is the owner in the United States of numerous trademarks that are utilized in designing, developing, manufacturing and selling hand tools (hereinafter "Intellectual Property") and desires to transfer all of its interest in the Intellectual Property to ASSIGNEE; and

WHEREAS, ASSIGNEE wishes to obtain all right, title and interest in and to the Intellectual Property from ASSIGNOR;

NOW, THEREFORE, for and in consideration of one thousand (1,000) shares of common stock of ASSIGNEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the above recitals, which are incorporated into the operative terms of this Agreement by this reference, the parties agree and state that the following terms and conditions shall govern this Agreement:

1. ASSIGNOR transfers and assigns its entire right, title and interest in and to the Intellectual Property, including the goodwill associated therewith, to ASSIGNEE. Without limitation, the trademark registrations listed in Appendix A and the trademark applications listed in Appendix B are considered to be a part of the Intellectual Property.
2. ASSIGNOR transfers and assigns to ASSIGNEE all rights of any nature to prosecute, settle or defend any cause of action arising prior to the date of this Agreement involving the Intellectual Property.
3. ASSIGNEE issues and delivers to ASSIGNOR one thousand (1,000) shares of common stock of ASSIGNEE.
4. This Agreement and the covenants and promises herein contained shall be binding upon and inure to the benefit of the ASSIGNEE and the ASSIGNOR and their successors and assigns.
5. The terms of this Agreement shall be interpreted in accordance with the laws of the United States and the laws of the State of Delaware.
6. This Agreement and any part thereof may be amended only by a writing executed by the parties hereto.
7. If any of the terms of this Agreement are held to be unlawful by a court of competent jurisdiction, such a finding shall in no way affect the remaining obligations and rights of the parties hereunder.

8. The parties state and agree that each has the capacity to enter into this Agreement.

The parties state that they have each carefully read the foregoing Agreement and consent to its terms, as evidenced by their signatures:

COOPER INDUSTRIES, INC., ASSIGNOR

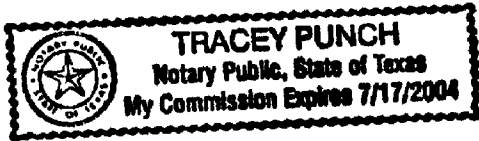
Witness:

Theresa A. Druce

Date: 12-19-2000

By: Diane K. Schumacher
Diane K. Schumacher
Senior Vice President, General Counsel
& Secretary

Before me this 19th day of December, 2000 appeared Diane K. Schumacher, who declares that she is authorized to execute this document on behalf of COOPER INDUSTRIES, INC., and that she has read and understands the foregoing document and has signed it as her free act and deed and as the free act and deed of the corporation.



Tracey Punch
Notary Public

My commission expires on: 7/17/2004

COOPER BRANDS, INC., ASSIGNEE

Witness:

Theresa A. Druce

Date: 12-20-2000

By: Randall B. Ammerman
Randall B. Ammerman
Vice President

Before me this 20th day of December, 2000 appeared Randall B. Ammerman, who declares that she is authorized to execute this document on behalf of COOPER BRANDS, INC., and that he has read and understands the foregoing document and has signed it as his free act and deed and as the free act and deed of the corporation.



Tracey Punch
Notary Public

My commission expires on: 7/17/2004

APPENDIX A

Registration #	Reg. Date	Mark
86120	04/16/1930	ACERO PLATA [SILVER STEEL]
785557	02/23/1965	ATKINS
656076	12/24/1957	ATKINS
894077	07/07/1970	BI-METALLOY
727448	02/13/1962	BLUE END
282865	05/05/1931	BLUE END
1993394	08/13/1996	BOWHACK
2194823	10/13/1998	DINOSAUR DESIGN
656077	12/24/1957	SILVER STEEL
1527789	03/07/1989	7SEAS
729883	04/10/1962	BLU-KROME
900041	10/06/1970	CAM-ALLOY
1064812	05/03/1977	CAMPBELL
935241	06/06/1972	CAMPBELL
1418140	11/25/1986	COVERT
2095023	09/09/1997	QUIK-ALLOY
1053853	12/07/1976	99
674925	03/03/1959	BRIDGEPORT
97826	06/23/1930	CEETEECO
299305	11/29/1932	CRESCENT
283646	06/02/1931	CRESTOLOY
284271	06/23/1931	CRESTOLOY
773608	07/21/1964	DIAMALLOY
401456	05/18/1943	DIAMALLOY [DIAMOND BRAND]
585695	02/16/1954	DIAMALLOY [DIAMOND BRAND]
668644	10/21/1958	DIAMOND
625272	04/17/1956	DIAMOND
1686075	05/12/1992	DIAMOND AND DESIGN OF DIAMOND
1680980	03/31/1992	DIAMOND AND DESIGN OF DIAMOND (GREEN)
1680979	03/31/1992	DIAMOND AND DESIGN OF DIAMOND (RED)
209074	02/16/1930	DIAMOND BRAND
401457	05/18/1943	DIAMOND BRAND
1204314	08/10/1982	DIAMOND BRAND AND HORSESHOE
689064	12/01/1959	DIAMOND BRAND AND HORSESHOE
2343678	04/18/2000	DURA-DRIVER
2315795	02/08/2000	DURA-PLYERS
772762	07/07/1964	GROOVE-JOINT
690852	01/05/1960	HORSESHOE WITH DIAMOND
625270	04/17/1956	HORSESHOE WITH DIAMOND [DIAMOND BRAND AND HORSESHOE]
1192721	03/30/1982	HORSESHOE WITH DIAMOND [DIAMOND BRAND AND HORSESHOE]

Registration #	Reg. Date	Mark
1265574	01/31/1984	THERE IS NOTHING FINER THAN A DIAMOND
2174511	07/21/1998	TOOLZALL
2332718	03/21/2000	TOOLZALL
1565525	11/14/1989	H.K. PORTER
583046	12/01/1953	HKP IN OVAL
610633	08/16/1955	HKP IN OVAL
930867	03/14/1972	LINKMASTER
536327	01/09/1951	LINKSEM
579974	09/15/1953	4 IN HAND
49460	02/06/1930	ARCADE AND HORSESHOE
1135010	05/13/1980	BLACK DIAMOND
1228195	02/22/1983	BLACK DIAMOND BRAND
1615423	10/02/1990	CLASSIC
46957	10/17/1930	CROSSED FILES
280022	02/10/1931	DESIGN OF A FILE (BLUE)
168676	05/29/1930	DIAMOND & HORSESHOE WITH CALK [DIAMOND BRAND AND HORSESHOE]
677637	04/28/1959	DIAMOND BRAND AND HORSESHOE
577669	07/21/1953	DIAMOND OFFICIAL [DIAMOND BRAND]
1071317	08/16/1977	LITTLE-NIC
1325461	03/19/1985	MAGICUT
660093	04/01/1958	MAGICUT
734524	07/17/1962	MAGICUT
50137	03/06/1930	NICHOLSON
50882	04/03/1930	NICHOLSON BRAND
693813	03/01/1960	NICHOLSON BRAND
837909	10/31/1967	NICHOLSON BRAND
142640	05/17/1930	NICHOLSON LABEL
573078	04/14/1953	NICHOLSON LABEL
306242	09/12/1933	NICHOLSON LABEL
1891951	05/02/1995	PREDATOR
2246904	05/25/1999	PRESTIGE
789015	05/04/1965	ROYAL
437421	03/23/1948	SUPER-SHEAR
2395175	10/17/2000	WOODCHUCK
47233	10/31/1930	X-F
335229	05/26/1936	X-F LABEL
614346	10/18/1955	PERMABOND
138088	12/14/1980	PLUMB
523846	04/11/1950	PLUMB
810780	07/05/1966	HOT-VAC
712791	03/21/1961	IMPERIAL
829472	05/30/1967	PRINCESS
1310885	12/25/1984	TRAC-AID

Registration #	Reg. Date	Mark
642036	02/26/1957	UNGAR
1478338	03/01/1988	WIRE-WRAP
999946	12/17/1974	WIRE-WRAP
605093	04/26/1955	WIRE-WRAP
1005240	02/25/1975	CONTURA-LITE
744371	01/29/1963	INLAID
736355	08/21/1962	KEEN-EDGE
1361489	09/24/1985	M1
1361490	09/24/1985	M2
1362976	10/01/1985	M3
766320	03/10/1964	METAL WIZZ
640640	01/29/1957	METALMASTER
2079236	07/15/1997	MULTIMASTER
939313	03/28/1972	QUICK-CLIP
160744	10/24/1930	WISS
737504	09/11/1962	WISS
754294	08/06/1963	WISS
752903	07/16/1963	WISS
837908	10/31/1967	WISSALOY
1200223	07/06/1982	WISSPER-LITE
1923289	10/03/1995	CAULK MASTER
1766716	04/20/1993	CAULKMASTER
2202222	11/03/1998	KAHNETICS
814500	09/06/1966	MARKSMAN
1465263	11/17/1987	PYROOPEN
1490835	06/07/1988	SOLDER GUN DESIGN
860563	11/19/1968	WELLER
635105	10/02/1956	WELLER
855931	09/03/1968	COPALOY DIAMOND BRAND AND HORSESHOE
791352	06/22/1965	EREM
875596	08/26/1969	STRIPWRIGHT
1391392	04/29/1986	UTICA SWISS
2163900	06/09/1998	XCELITE
951867	01/30/1973	XCELITE

APPENDIX B

Application Serial No.	Filing Date	Mark
76/077160	6/26/2000	BI-METALLOY
75/331659	7/28/1997	BLACK DIAMOND
75/223972	1/10/1997	COLOR GREEN
76/114769	8/23/2000	NICHOLSON
75/653136	3/3/1999	SAND SHARK
75/746733	7/9/1999	SANDING STEEL
75/223973	1/10/1997	COLOR BLUE
75/223971	1/10/1997	COLOR BLUE