

FORM PTO-1612A
Expires 06/30/99
OMB 0651-0027

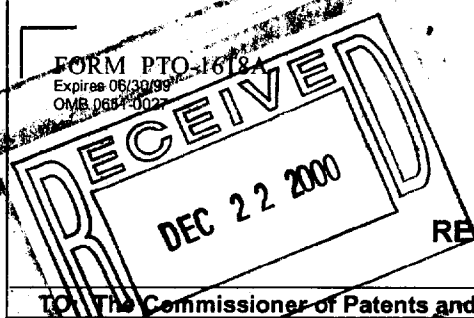
01-09-2001



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

17.22.0



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Merger

Change of Name

Other _____

Effective Date
Month Day Year
01 01 2000

Conveying Party

Mark if additional names of conveying parties attached

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

Formerly _____

1686075

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

Individual General Partnership Limited Partnership Corporation Association

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.

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002209 FRAME: 0156

Domestic Representative Name and Address

Enter for the first Receiving Party only.

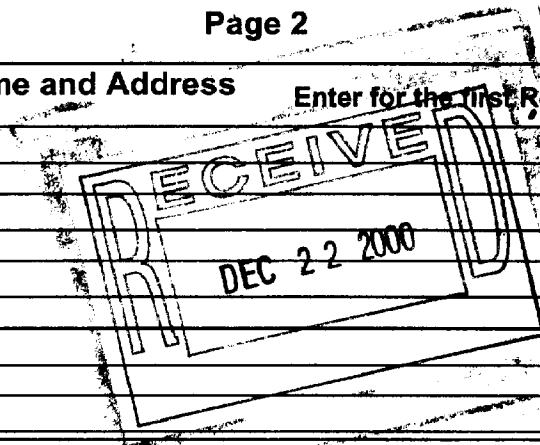
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

(919) 854-1844

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"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

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| <input type="text" value="1686075"/> | <input type="text" value="1680980"/> | <input type="text" value="1680979"/> |
| <input type="text" value="209074"/> | <input type="text" value="401457"/> | <input type="text" value="1204314"/> |
| <input type="text" value="689064"/> | <input type="text" value="2343678"/> | <input type="text" value="2315795"/> |

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

21 Dec 2000

Name of Person Signing

Signature

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 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

Witness:

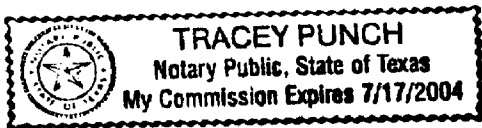
Theresa Druce

Date: 12-20-2000

COOPER BRANDS, INC., ASSIGNEE

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 | PYROPEN |
| 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 |