

03-07-2001

FEB 21 2001

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



101627228

2-2101

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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| <b>Submission Type</b><br><input checked="" type="checkbox"/> New<br><input type="checkbox"/> Resubmission (Non-Recordation)<br>Document ID # _____<br><input type="checkbox"/> Correction of PTO Error<br>Reel # _____ Frame # _____<br><input type="checkbox"/> Corrective Document<br>Reel # _____ Frame # _____ | <b>Conveyance Type</b><br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment<br><input type="checkbox"/> Merger<br><input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other _____ |
|---|--|

Effective Date  
Month Day Year  
12/21/2000

**Conveying Party**  Mark if additional names of conveying parties attached.

Name The Chamberlain Group, Inc. Execution Date  
Month Day Year  
01/01/2001

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Connecticut 75116427

**Receiving Party**  Mark if additional names of receiving parties attached.

Name Hand Tools International, L.L.C.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 470 E. Main Street

Address (line 2) \_\_\_\_\_

Address (line 3) Lake Zurich Illinois 60047  
City State Zip Code

Individual  General Partnership  Limited Partnership  Association

Other Delaware limited liability company

Citizenship/State of Incorporation/Organization \_\_\_\_\_

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 on a separate document from assignment.)

FOR OFFICE USE ONLY

Public burden reporting 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:  
Commissioner of Patents and Trademarks, Box Assignment, Washington, DC 20221  
TRADEMARK

REEL: 002246 FRAME: 0132

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

FEB 21 2001

**Correspondent Name and Address**

Area Code and Telephone Number 312 577-7000

Name Joseph T. Nabor

Address (line 1) Fitch, Even, Tabin & Flannery

Address (line 2) 120 S. LaSalle Street, Suite 1600

Address (line 4) Chicago, IL 60603

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 8

**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)**

|           |           |  |         |         |         |
|-----------|-----------|--|---------|---------|---------|
| 75/116427 | 75/877109 |  | 1132995 | 1159637 | 1159732 |
|           |           |  | 1182636 | 1196534 | 1505597 |
|           |           |  | 1754744 | 2086625 | 2086626 |

**Number of Properties** Enter the total number of properties involved. # 11

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 295.00

Method of Payment: Enclosed [ x ] Deposit Account [ ]  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

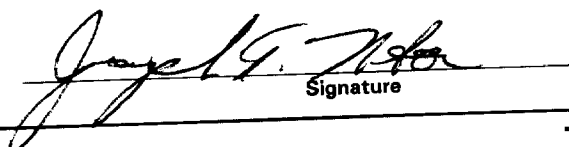
Deposit Account Number: # 06-1135

Authorization to charge additional fees: Yes [ x ] 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.*

Joseph T. Nabor  
Name of Person Signing

  
Signature

2/16/2001  
Date Signed

## TRADEMARK ASSIGNMENT

WHEREAS, The Chamberlain Group, Inc., a Connecticut corporation ("CGI"), is the owner of the trademark registrations, applications for trademark registrations, unregistered trademarks, trade names and assumed names set forth on Exhibit A attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, pursuant to the terms and provisions of that certain Contribution Agreement (the "Contribution Agreement"), dated as of December 21, 2000, between CGI and Hand Tools International, L.L.C., a Delaware limited liability company ("HTI"), CGI has agreed to sell, convey, transfer and assign to HTI, and HTI has agreed to purchase and acquire from CGI, the Trademarks, together with the goodwill of the Waxcoa Business (as defined in the Contribution Agreement) associated therewith, effective as of the Closing Date (as defined in the Contribution Agreement) (the "Effective Date"); and

WHEREAS, the execution and delivery by CGI of this Trademark Assignment is a condition precedent to HTI's obligations to consummate the transactions contemplated by the Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CGI hereby sells, assigns, transfers and sets over to HTI, all of the right, title and interest of CGI in and to the Trademarks, together with the goodwill of the Waxcoa Business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for HTI's own use and enjoyment, and for the use and enjoyment of HTI's successors and assigns, as fully and entirely as the same would have been held and enjoyed by CGI if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for HTI's own use and enjoyment and for the use and enjoyment of its successors and assigns.

CGI hereby covenants and agrees with HTI to execute and deliver such further assignments, documents or other instruments not inconsistent herewith reasonably necessary to further evidence the assignment hereunder or to cause this Trademark Assignment to be, become or remain valid and effective in accordance with its terms. CGI further agrees to cooperate in any action that HTI from time to time takes to evidence, establish, maintain, protect, enforce or defend its rights under and to the Trademarks.

CGI hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record HTI as the assignee and owner of the Trademarks.

IN WITNESS WHEREOF, CGI and HTI have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date:

THE CHAMBERLAIN GROUP, INC.

HAND TOOLS INTERNATIONAL, L.L.C.

By: Mark B. Tone  
Name: Mark B. Tone  
Title: Vice President - Law & Human Resources

By: \_\_\_\_\_  
Name:  
Title:

STATE OF ILLINOIS

COUNTY OF DUPAGE

On this 1<sup>st</sup> day of January, 2000, personally appeared Mark B. Tone to me known and known to me to be a Vice President of CGI, the assignor above named, and acknowledged that he freely executed the foregoing Trademark Assignment on behalf of CGI and pursuant to his authority to do so.

My commission expires: 2/14/04

[SEAL]

Sheila K. Rhoads  
Notary Public



IN WITNESS WHEREOF, CGI and HTI have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date:

THE CHAMBERLAIN GROUP, INC.

HAND TOOLS INTERNATIONAL, L.L.C.

By: \_\_\_\_\_  
Name:  
Title:

By: *[Signature]*  
Name: Donnie L. [Signature]  
Title: President & CEO

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 2000, personally appeared \_\_\_\_\_ to me known and known to me to be a \_\_\_\_\_ of CGI, the assignor above named, and acknowledged that he freely executed the foregoing Trademark Assignment on behalf of CGI and pursuant to his authority to do so.

My commission expires: \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

TRADEMARKS

Trademarks #1196534 (design (profile of hand held polishing machine)) 05-25-82 (USA)  
Trademarks #1182636 (design (profile of hand held polishing machine)) 12-22-81 (USA)  
Trademarks #1505597 (Polishmaster) 9-27-88 (USA)  
Trademarks #1159637 (Waxcoa) 07-07-81 (USA)  
Trademarks #1159732 (Waxcoa) 07-07-81 (USA)  
Trademarks #2086625 (waxer/buffer design) 08-05-97 (USA)  
Trademarks #2086626 (waxer/buffer design) 08-05-97 (USA)  
Trademarks #1754744 (Waxmaster) 09-19-88 (USA)  
Trademarks #1132995 (Waxmaster) 09-13-78 (USA)  
Trademarks #A506223 (Polishmaster) 03-07-89 (Australia)  
Trademarks #A506222 (Polishmaster) 03-07-89 (Australia)  
Trademarks #A506221 (Waxmaster) 03-07-89 (Australia)  
Trademarks #A506220 (Waxmaster) 03-07-89 (Australia)  
Trademarks #405752 (Polishmaster) 12-04-89 (Canada)  
Trademarks #382916 (Waxmaster) 08-22-89 (Canada)  
Trademarks #1176118 (Chamberlain Polishmaster) 05-08-91 (Germany)  
Trademarks #1176119 (Chamberlain Waxmaster) 05-08-91 (Germany)  
Trademarks #589799 (Polishmaster) 03-01-93 (Italy)  
Trademarks #589798 (Waxmaster) 04-23-90 (Italy)  
Trademarks #1531067 (Polishmaster) 03-30-89 (France)  
Trademarks #1531066 (Waxmaster) 03-30-89 (France)  
Trademarks #1377112 (Polishmaster) 03-16-89 (Britain)  
Trademarks #B1376583 (Polishmaster) 03-10-89 (Britain)  
Trademarks #1377112 (Waxmaster) 03-16-89 (Britain)  
Trademarks #B1376584 (Waxmaster) 03-10-89 (Britain)  
Trademarks #2700333 (Polishmaster) 11-30-94 (Japan)  
Trademarks #4277849 (Polishmaster) 05-28-99 (Japan)  
Trademarks #2519871 (Waxmaster) 03-31-93 (Japan)  
Trademarks #4073763 (Waxmaster) 10-24-97 (Japan)  
Trademarks #2298324 (Waxmaster in Katakana) 01-31-91 (Japan)  
Trademarks #502438 (Polishmaster) 04-12-95 (Mexico)  
Trademarks #502437 (Waxmaster) 04-12-95 (Mexico)  
Trademarks #B234811 (Polishmaster) 03-07-94 (New Zealand)  
Trademarks #B234812 (Waxmaster) 03-07-94 (New Zealand)

TRADEMARK APPLICATIONS

Trademark Application #75/877109 (DART) 12-21-99 (USA)  
Trademark Application #75/116427 (Waxmaster Power Detailer) 06-10-96 (USA)