



03-22-2001

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TRADEMARK
OFFICE

ASSIGNMENT BRANCH

... sent by certified mail has been received by deposited with the
U. S. Postal Service as 1st Class Mail addressed to the
Assistant Commissioner for Trademarks, 2900 Crystal Drive,
Arlington, VA 22202-3512

Watts, Hoffmann, Fisher & Heinke Co., L.P.A.
P.O. box 99839
Cleveland, Ohio 44199-0839
Telephone: (216) 241-6700
Docket No.: 8-44

March 12, 2001
Linn J. Raney

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

Dear Sir: 3-15-01

Please record the attached original document(s) or copy thereof as follows:

Conveying Party: BETTCHEE INDUSTRIES, INC.

Receiving Party: WOZ ACQUISITION CORP., a Delaware Corp.
Address: 6640 Touhy Avenue
Chicago, Illinois 60714

Nature of Conveyance: Assignment
RE-RECORD TO CORRECT WRONG TRADEMARK
NUMBER PREVIOUSLY RECORDED ON REEL 1524,
FRAME 0676.

Date of Execution: October 31, 1996

Please record against:
Registration No(s): 1,133,571
Application No(s): n/a

No. of Trademark(s): 1 *No. of Application(s):* 0

A check in the amount of \$ 40.00 for the re-recordal fees is enclosed. Please charge any additional fees, or credit any overpayment, to deposit account 23-0630.

To my best knowledge and belief, the foregoing information is true and correct. Please correspond with Watts, Hoffmann, Fisher & Heinke at the above address.

3/9/01
Date

Respectfully submitted,

Linn J. Raney
Registration No. 23,078
40E

03/20/2001 TDIAZ1 00000042 75048104
01 FC:481 40.00 DP

481/40

11-14-1996



FORM PTO-1594 08/31/92 R

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office NOV 12 1996 RECEIPT

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

1. Name of conveying party(ies):
 Butcher Industries, Inc.
 MRD 11-12-96

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 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: October 31, 1996

2. Name and address of receiving party(ies):
 Name: WOZ Acquisition Corp.
 Internal Address: 6640 Touhy Avenue
 Street Address: _____
 City: Chicago State: Illinois ZIP: 60714

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/048,104
75/048,105

B. Trademark registration No.(s)
1,333,571 1,133,571
1,576,105

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Deborah S. Ruff
 Internal Address: Mayer, Brown & Plat
 Street Address: P.O. Box 2828
 City: Chicago State: Illinois ZIP: 60690-2828

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$ 365.00
 Enclosed
 Authorized to be charged to deposit account any additional fees

8. Deposit account number:
13-0019
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

090 RT 11/13/96 75048104	0 481	40.00 CK
090 RT 11/13/96 75048104	0 482	325.00 CK

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.

Deborah S. Ruff [Signature] 11/11/96
 Name of Person Signing Signature Date

Total number of pages: 7

REEL: 002255 FRAME: 0381

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 31st day of October, 1996 by BETTCHER INDUSTRIES, INC., a Delaware corporation ("Assignor")

WHEREAS, Assignor has entered into an Asset Purchase Agreement, dated October 31st, 1996 (the "Agreement") between Assignor and WOZ Acquisition Corp. ("Assignee"), a Delaware corporation, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain Proprietary Rights (as defined in Section 2.15 of the Agreement); and

WHEREAS, Assignor is willing in connection with certain transactions being consummated on the date hereof to assign to Assignee all of Assignor's right, title and interest in and to: (1) all common law trademarks, U.S. trademark registrations and applications listed on Schedule A attached hereto and the goodwill of the business associated with the same; and (2) all foreign trademark registrations, applications and rights listed on Schedule B attached hereto and the goodwill of the business associated with the same (collectively, "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee, as assignee of the U.S. trademark

registrations and applications for registration listed on Schedule A, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns.

BETTCHEE INDUSTRIES, INC.

By: James H. Charles
James H. Charles, Treasurer

STATE OF Ohio)
) ss.
COUNTY OF Erie)

31st The foregoing assingment was acknowledged before me on this day of October, 1996, by James H. Charles of Bettcher Industries, Inc., a Delaware Corporation, on behalf of the corporation.

Wanda A. Dalton
NOTARY PUBLIC
My Commission Expires: March 26, 1997

WANDA A. DALTON, NOTARY PUBLIC
STATE OF OHIO, HURON COUNTY
MY COMMISSION EXPIRES MARCH 26, 1997



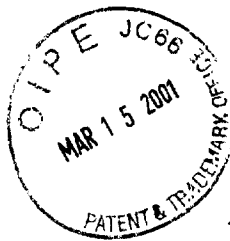
CONTINUATION OF ITEM 4

A. Trademark Application(s)

74/048,106
74/065,004

B. Trademark Registration No(s)

507,150
1,904,923
1,696,860
1,702,453
1,974,287
1,971,911
1,878,306
1,915,884



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Reg. No. 1,133,571 ✓	WHIZARD
Reg. No. 1,576,105 ✓	HANDS ARE PRECIOUS
Reg. No. 507,150 ✓	ARMOR
Reg. No. 1,904,923 ✓	MERLIN
Reg. No. 1,696,860 ✓	SLIPGUARD
Reg. No. 1,702,453 ✓	DEFENDER
Reg. No. 1,974,287 ✓	HY-GUARD
Reg. No. 1,971,911 ✓	GUARDSMAN PLUS
Reg. No. 1,878,306 ✓	BLUE CUFF OF GLOVE (Supplemental Register)
Reg. No. 1,915,884 ✓	GREEN CUFF OF GLOVE (Supplemental Register)

U.S. TRADEMARK APPLICATIONS

Serial No. 75/048,104 ✓	GOLDEN GRIP
Serial No. 75/048,105 ✓	GOLDEN GUARD
Serial No. 75/048,106 ✓	TALON
Serial No. 75/065,004 ✓	SILVER TALON

U.S. COMMON LAW TRADEMARKS

KNIFEHANDLER
ARMGUARD
PREPGUARD
LITEGUARD
GRIPGUARD
GRIPMASTER
HANDGUARD

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS

France Reg. No. 1200251	WHIZARD
Great Britain Reg. No. 1172703	WHIZARD
Spain Reg. No. 1004338	WHIZARD

**FOREIGN TRADEMARK RIGHTS IN THE FOLLOWING IN INTERNATIONAL
CLASS 9 ONLY**

Canada Reg. No. 286,413	WHIZARD (International Class 9 Only)
Switzerland Reg. No. 317930	WHIZARD (International Class 9 Only)
West German Reg. No. 1039309	WHIZARD (International Class 9 Only)
Italy Reg. No. 414376	WHIZARD (International Class 9 Only)

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