

05-21-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

101723014

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

5-17-01

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
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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

TRADEMARK
REEL: 002298 FRAME: 0475

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

John R. Owen

Address (line 1)

Coats & Bennett, P.L.L.C.

Address (line 2)

P.O. Box 5

Address (line 3)

Raleigh, North Carolina 27602

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)

75746433

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

18-1167

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

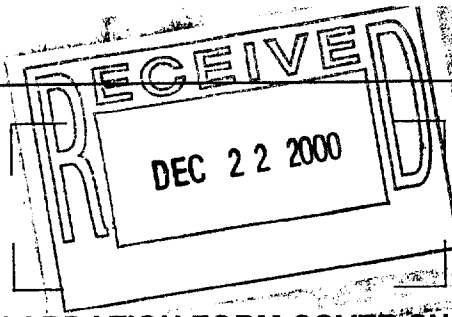
14 May 01

Date Signed

01-09-2001



101575837



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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

17-72-W

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 #
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Reel # Frame #
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- Assignment
- License
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- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

7574673

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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

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TRADEMARK

REEL: 002298 FRAME: 0477

Domestic Representative Name and Address

Enter for the first Receiving Party only

Name

[Empty box for Name]

Address (line 1)

[Empty box for Address (line 1)]

Address (line 2)

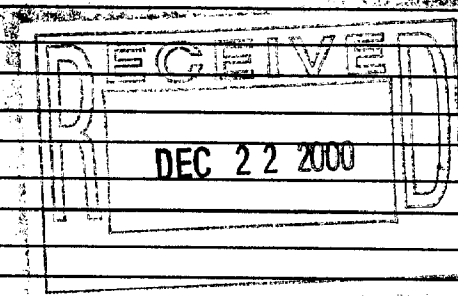
[Empty box for Address (line 2)]

Address (line 3)

[Empty box for Address (line 3)]

Address (line 4)

[Empty box for Address (line 4)]



Correspondent Name and Address

Area Code and Telephone Number

(919) 854-1844

Name

John R. Owen

Address (line 1)

Coats & Bennett, P.L.L.C.

Address (line 2)

P.O. Box 5

Address (line 3)

Raleigh, North Carolina 27602

Address (line 4)

[Empty box for Address (line 4)]

Pages

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[Empty box for number of pages]

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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)

| | | |
|---------------|---------|---------|
| 75746/33 4 | [Empty] | [Empty] |
| [Empty] | [Empty] | [Empty] |
| [Empty] | [Empty] | [Empty] |

| | | |
|---------|---------|---------|
| [Empty] | [Empty] | [Empty] |
| [Empty] | [Empty] | [Empty] |
| [Empty] | [Empty] | [Empty] |

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

18-1167

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

ADDENDUM

The "Agreement for Sale and Transfer of Intellectual Property Interests" ("Agreement") effective 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"), is hereby corrected as follows:

1. Appendix A is amended to include the following corrected entry:

| Registration # | Reg. Date | Mark |
|----------------|------------|------------|
| 931313 | 03/28/1972 | QUICK-CLIP |

2. Appendix B is amended to include the following corrected entry:

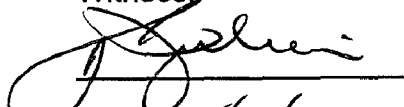
| Application Serial No. | Filing Date | Mark |
|------------------------|-------------|---------------|
| 75/746433 | 7/9/1999 | SANDING STEEL |

It is understood that the corrections noted herein are to have the effect as if included in the original 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

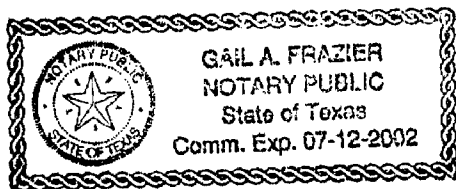
Witness:

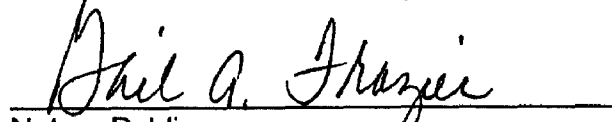

Date: 5/7/01

By:


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

Before me this 7th day of May, 2001 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.




Notary Public

My commission expires on: 7-12-2002

COOPER BRANDS, INC., ASSIGNEE

Witness:

Theresa M. Druce

By:

Randall B. Ammerman
Randall B. Ammerman
Vice President

Date: 5-9-01

Before me this 9th day of May, 2001 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

**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:

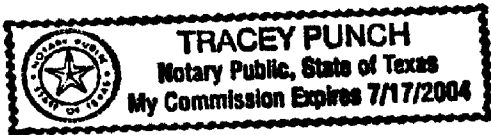
Theresa Duce

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 Duce

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 |

75/746433