

05-29-2001

ATTORNEY DOCKET No.
04856.86359

MRP
5-21-01



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent

101731113

ached original documents or copy thereof.

1. Name of conveying party(ies):
 McCulloch Corporation, and McCulloch North America, Inc.

Individual Association
 General Partnership Limited Partnership

Corporation-State: Delaware and Maryland,
 respectively
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Jenn Feng Industrial Co., Ltd
 Internal Address: _____
 Street Address: No. 19 Lane 118, Sec 2, Min Tsu Rd.

 City: Ping Chang City Country: Taiwan

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-Country: Taiwan, R.O.C.
 Other _____

Additional name(s) & address(es) attached: Yes No
 A domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date October 15, 1999

4. Application number(s):
 A. Trademark Application No(s).
 Additional numbers attached? Yes No

(B. Trademark Registration No(s). 1,817,347)
 No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert H. Resis
 Address: BANNER & WITCOFF, LTD.
Suite 3000
Ten South Wacker Drive
Chicago, Illinois 60606

6. Total number of applications and registrations involved: _____
35

7. Total fee (37 CFR \$3.41): _____ \$ _____
 (Fee Already Paid)

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account No. 01-0850
 (Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

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.

Robert H. Resis [Signature] May 18, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

U.S. REGISTERED TRADEMARKS

- | | | | |
|-----|---------------|-----|---------------|
| 1. | No. 1,765,549 | 20. | No. 1,678,188 |
| 2. | No. 1,643,378 | 21. | No. 1,660,536 |
| 3. | No. 1,540,143 | 22. | No. 1,663,959 |
| 4. | No. 1,691,175 | 23. | No. 1,849,787 |
| 5. | No. 1,018,714 | 24. | No. 1,805,113 |
| 6. | No. 888,925 | 25. | No. 1,717,522 |
| 7. | No. 546,637 | 26. | No. 1,717,506 |
| 8. | No. 921,077 | 27. | No. 1,759,486 |
| 9. | No. 1,272,384 | 28. | No. 1,948,603 |
| 10. | No. 1,372,138 | 29. | No. 1,846,511 |
| 11. | No. 1,331,685 | 30. | No. 1,971,426 |
| 12. | No. 1,375,474 | 31. | No. 2,182,729 |
| 13. | No. 1,377,881 | 32. | No. 743,706 |
| 14. | No. 1,372,139 | 33. | No. 1,908,164 |
| 15. | No. 1,331,689 | | |
| 16. | No. 1,310,798 | | |
| 17. | No. 1,343,814 | | |
| 18. | No. 1,467,768 | | |
| 19. | No. 756,262 | | |

Pending U.S. Trademark Application

~~34. No. 365,536~~

34. No. 75/365,536

all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration. Please direct all correspondence to **Robert H. Resis**.

DESIGNATION OF DOMESTIC REPRESENTATIVE

Michael Jong, c/o McCulloch Corporation whose postal address is 6885 East Southpoint Road, Suite 175, Tucson, Arizona 85706 U.S.A. is designated as applicant's representative on whom notices or process in proceedings affecting this application may be served.

U.S. REGISTERED TRADEMARKS

- | | | | |
|-----|---------------|-----|---------------|
| 1. | No. 1,765,549 | 20. | No. 1,678,188 |
| 2. | No. 1,643,378 | 21. | No. 1,660,536 |
| 3. | No. 1,540,143 | 22. | No. 1,663,959 |
| 4. | No. 1,691,175 | 23. | No. 1,849,787 |
| 5. | No. 1,018,714 | 24. | No. 1,805,113 |
| 6. | No. 888,925 | 25. | No. 1,717,522 |
| 7. | No. 546,637 | 26. | No. 1,717,506 |
| 8. | No. 921,077 | 27. | No. 1,759,486 |
| 9. | No. 1,272,384 | 28. | No. 1,948,603 |
| 10. | No. 1,372,138 | 29. | No. 1,846,511 |
| 11. | No. 1,331,685 | 30. | No. 1,971,426 |
| 12. | No. 1,375,474 | 31. | No. 2,182,729 |
| 13. | No. 1,377,881 | 32. | No. 743,706 |
| 14. | No. 1,372,139 | 33. | No. 1,908,164 |
| 15. | No. 1,331,689 | | |
| 16. | No. 1,310,798 | | |
| 17. | No. 1,343,814 | | |
| 18. | No. 1,467,768 | | |
| 19. | No. 756,262 | | |

Pending U.S. Trademark Application

34. No. 365,536

JENN FENG INDUSTRIAL COMPANY, LTD

No. 19 Lane 118, Sec. 2

Min Tsu Rd., Ping Chang City

Taoyuan, Taiwan

R.O.C.

16.9.2000



Min Fu Jong

Title: President and Chief Executive Officer

BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT dated as of this 19th day of October, 1999, is made and entered into by McCULLOCH CORPORATION, a Delaware corporation ("Corp."), and McCULLOCH NORTH AMERICA, INC., a Maryland corporation ("McCulloch NA" and together with Corp., "Seller") and JENN FENG INDUSTRIAL CO., LTD., a limited company organized under the laws of Taiwan ("Purchaser").

WHEREAS, McCulloch NA and Corp. are debtors-in-possession in Case Nos. 99-0074-TUC-JMM and 99-0097-TUC-JMM, respectively, under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona (Tucson Division) (the "Court"), which cases are being jointly administered.

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement dated as of September 22, 1999 (the "Agreement"), which provides for the sale of certain assets to Purchaser pursuant to 11 U.S.C. §363 free and clear of all liens, claims, encumbrances, and interests and which Agreement and sale have been approved by the Court.

NOW, THEREFORE, for the purpose of effecting such sale pursuant to the provisions of the Agreement and in consideration of the payment made to Seller as provided in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller and Purchaser hereby confirm and agree as follows.

1. Definitions. Any capitalized word that is used herein as a defined term and which is not defined herein, but which is defined in the Agreement, shall have the meaning ascribed to it in the Agreement.

2. Sale and Assignment of the Acquired Assets. Pursuant to the Court's order approving the sale of the Acquired Assets to Purchaser free and clear of all liens, claims, encumbrances, and interests, including, without limitation, free and clear of claims arising for or on account of successor liability, Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser, its successors and assigns, forever, its entire right, title and interest in and to the following:

(a) The Acquired Contracts as shown on Exhibit "1" attached hereto;

(b) The Asset Books and Records;

(c) The Intangible Property, including, without limitation, the McCulloch Patents shown on Exhibit "2" attached hereto and the McCulloch Trademarks shown on Exhibit "3" attached hereto;

(d) The Jenn Feng Agreements; and

(e) The Tangible Personal Property as shown on Exhibit "4" attached hereto.

3. Governing Law. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA (INCLUDING THE BANKRUPTCY CODE), IT BEING THE INTENT OF THE PARTIES THAT FEDERAL LAW SHALL GOVERN THE RIGHTS AND DUTIES OF THE PARTIES HERETO WITHOUT REGARD TO THE APPLICATION OF ANY PROVISION OF STATE LAW. TO THE EXTENT THAT FEDERAL LAW WOULD APPLY THE LAW OF ANY STATE AS THE FEDERAL RULE FOR THE PURPOSES OF THIS AGREEMENT, THE PARTIES AGREE THAT THE LAWS OF THE STATE OF ARIZONA SHALL BE USED TO SUPPLEMENT APPLICABLE FEDERAL LAW.

THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE BANKRUPTCY COURT. PURCHASER AND SELLER WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

PURCHASER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. PURCHASER AND SELLER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale and Assignment to be duly executed and effective as of the date first written above.

MCCULLOCH CORPORATION, a Delaware corporation

By 

Name

Michael R. D'Appolonia

Title

President

MCCULLOCH NORTH AMERICA, INC., a Maryland corporation

By 

Name

Michael R. D'Appolonia

Title

President

JENN FENG INDUSTRIAL CO., LTD.

By 

Name

Title

List of McCulloch Trademarks

ACTIVE REGISTERED TRADEMARKS - MCULLOCH

07/01/77 11:22:02

Ord	Ref.	Country	Trademark	Class	Registration No.	Reg. Date	Status
28080	MC004	CANADA	TRIM-MAC	0	0000443178	5 24 95	
28080	MC004	UNITED STATES	TRIM MAC	07	0001817147	1 18 94	U
28080	MC007	CANADA	TIMBER BEAR & DESIGN	7	0000406405	12 18 92	
28080	MC007	UNITED STATES	TIMBERBEAR	07	0001765549	4 20 93	
28080	MC010	CANADA	PRO-SCAPER	01	0000389624	10 25 91	
28080	MC010	UNITED STATES	PRO-SCAPER	07	0001643378	5 7 91	U
28080	MC012	CANADA	TITAN	07	0000381879	3 22 91	
28080	MC012	UNITED STATES	TITAN	07	0001540143	5 23 89	
28080	MC016	CANADA	MACCAT & DESIGN	0	0000461117	8 16 96	
28080	MC016	UNITED STATES	MAC CAT & DESIGN	07	0001491175	4 9 92	U
28080	MC020	UNITED STATES	MC LOGO - SAWTOOTH DESIGN	07	0001018714	8 24 75	
28080	MC022	UNITED STATES	MCULLOCH	04	0000888725	4 7 70	
28080	MC023	CANADA	MCULLOCH	00	0000153492	10 4 67	
28080	MC023	UNITED STATES	MCULLOCH	00	0000546637	8 14 51	
28080	MC024	UNITED STATES	MINI MAC	07	0000921077	9 28 71	
28080	MC025	CANADA	EAGER BEAVER & DESIGN	7	0000302661	5 10 85	
28080	MC025	UNITED STATES	EAGER BEAVER	07	0001272384	4 3 84	
28080	MC026	UNITED STATES	EAGER BEAVER	07	0001372138	11 26 85	
28080	MC027	CANADA	EAGER BEAVER & DESIGN	7	0000302660	5 10 85	
28080	MC027	UNITED STATES	EAGER BEAVER AND DESIGN	07	0001331685	4 23 85	
28080	MC028	UNITED STATES	EAGER BEAVER BY MCULLOCH	07	0001375474	12 17 85	
28080	MC029	UNITED STATES	EAGER BEAVER BY MCULLOCH & DESIGN	07	0001377881	1 14 86	
28080	MC030	CANADA	MAC	07	0000322775	1 16 87	
28080	MC030	UNITED STATES	MAC	07	0001372139	11 26 85	
28080	MC031	UNITED STATES	ELECTRAMC	7	0001331689	4 23 85	
28080	MC032	UNITED STATES	CHAIN BRACE (AND DESIGN)	07	0001310798	12 25 84	

ACTIVE REGISTERED TRADEMARKS - MCDULLOCH

Our	Ref.	Country	Trademark	Class	Registration No.	Req.	Date	Status
28060	MD003	UNITED STATES	AUTO-SHARP	07	0001343814	4	25 85	
28060	MD034	UNITED STATES	AIR STREAM	07	0001467768	12	1 87	
28060	MD037	UNITED STATES	MCDULLOCH	15	0000756262	9	3 83	
28060	MD032	CANADA	ONE SHOT	4	0000409414	3	12 93	U
28060	MD052	UNITED STATES	ONE SHOT	04	0001678188	3	10 92	
28060	MD053	CANADA	PRO MAC	07	0000419496	11	12 93	
28060	MD053	UNITED STATES	PRO MAC	07	0001660536	10	15 91	
28060	MD062	CANADA	POWER MAC	07	0000404071	10	23 92	
28060	MD062	UNITED STATES	POWER MAC *	07	0001663959	11	12 91	
28060	MD064	CANADA	SILVER EAGLE	07	0000467579	12	12 96	
28060	MD071	UNITED STATES	TIMBER BEAR AND DESIGN	7	0001849787	8	14 94	U
28060	MD072	UNITED STATES	MCDULLOCH MAC CAT & DESIGN	7	0001805113	11	16 93	U
28060	MD073	CANADA	MINI PRO	07	0000410710	4	9 93	
28060	MD084	CANADA	MC LOGO - SAWTOOTH DESIGN	07	0000215714	8	27 91	
28060	MD084	UNITED STATES	MC (STYLIZED)	07	0001717522	9	22 92	
28060	MC100	CANADA	MCDULLOCH	7	0000417545	10	1 93	
28060	MC100	UNITED STATES	MCDULLOCH	7	0001717504	9	22 92	
28060	MC119	UNITED STATES	MADCAT	7	0001759486	3	23 93	
28060	MC280	CANADA	PRESERVE	01	0000439557	2	17 93	
28060	MC280	UNITED STATES	PRESERVE	1	0001948603	1	16 96	
28060	MC284	UNITED STATES	EAGER BEAVER	7	0001844511	7	26 94	
28060	MC410	UNITED STATES	MCDULLOCH MAC MAC	9	0001971424	4	30 96	
28060	MC620	UNITED STATES	CHAIN BRAKE SAFETY & DESIGN	7	0002182729	8	18 98	U
28060	MC663	UNITED STATES	MITE E LITE	07	0000743704	1	15 83	
28060	MD77A	UNITED STATES	MCDULLOCH MOTORS ACC & DESIGN	07	0001908164	8	1 95	

07/01/77 11223102

ACTIVE REGISTERED TRADEMARKS - MCCULLOCH

07/01/79 11:22:02

Our	Ref.	Country	Trademark	Class	Registration No.	Reg. Date	Status
28764	M0064	MEXICO	MC LOGO (SAWTOOTH DESIGN)	7	0000418779	7 27 92	
28764	M220A	MEXICO	SAWTOOTH	8	0000187897	11 15 84	
28764	M2330	MEXICO	PRESERVE	01	0000453406	3 2 94	

*** END OF REPORT ***

PENDING TRADEMARK APPLICATIONS - MCCULLOCH

Our	Ref.	Country	Trademark	Class	Serial No.	Filing Date	Status
28080	MC643	UNITED STATES	REX RAPID EXCHANGE SYSTEM & DESIGN	7	0000365536	9 30 97	
28080	MC648	UNITED STATES	MCCULLOCH	07	0000000001	0 0 0	
28080	MC667	UNITED STATES	MCCULLOCH	11	0000000003	0 0 0	
28080	MC669	UNITED STATES	MCCULLOCH	07	0000000002	0 0 0	
2876A	MC100	MEXICO	MCCULLOCH	7	000012892B	12 12 91	

*** END OF REPORT ***



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

FEBRUARY 15, 2001

PTAS



101549102A

BANNER & WITCOFF, LTD.
ROBERT H. RESIS
SUITE 3000
TEN SOUTH WACKER DRIVE
CHICAGO, IL 60606

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101549102

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING DOES NOT ADEQUATELY IDENTIFY THE PROPERTY NUMBER(S). THE APPLICATION NUMBER AND SERIES CODE OR THE SERIAL NUMBER AND FILING DATE IS REQUIRED.

JACQUELINE MOORE, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

**RECEIVED
DOCKET**

FEB 20 2001

BANNER & WITCOFF, LTD.

RECORDED: 05/18/2001

**TRADEMARK
REEL: 002309 FRAME: 0502**