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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101782479

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

1. Name of conveying party(ies): Algonquin Limited Partnership
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Hidden Hitch Acquisition Company Internal Address: Street Address: 1000 First Street City: Wausau State: WI Zip: 54403
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: June 29, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/898894

B. Trademark Registration No.(s) 1734183
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kerrie A. Lewis Internal Address: Jones, Day, Reavis & Pogue North Point Street Address: 901 Lakeside Avenue City: Cleveland State: Ohio Zip: 44114

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(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.
Kathie J. Kopczyk Signature: Kathie J. Kopczyk Date: July 11, 2001
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6
Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:481 40.00 00
02 FC:482 25.00 00

TRADEMARK REEL: 002331 FRAME: 0474

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 29<sup>th</sup> day of June, 2001, ("Effective Date"), by and among Algonquin Limited Partnership, an Ontario limited partnership ("Assignor"), and Hidden Hitch Acquisition Company, a Delaware corporation located at 1000 First Street, Wausau, Wisconsin 54403 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 29<sup>th</sup>, 2001 ("Purchase Agreement"), pursuant to which Assignor, together with the other sellers party thereto, has agreed to sell and Assignee, together with the other purchaser party thereto, has agreed to purchase substantially all of the assets, properties, rights and interests relating to the Hidden Hitch Business as defined in the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States and Canadian trademark registrations and applications for registration identified and set forth on Schedule A (collectively, the "Marks"), and the goodwill of the business associated therewith;

WHEREAS, pursuant to the Purchase Agreement, these Marks are to be assigned to Assignee;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and Canada and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and Canada and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale 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 Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trade Marks or the Registrar of Trademarks, as applicable to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Marks set forth on Schedule A are free and clear of any liens and encumbrances, that it has

Trademark Assignment





SCHEDULE A

U.S. TRADEMARKS

<u>Title</u>	<u>Registration Number</u>	<u>Issue Date</u>
HIDDEN HITCH	1,734,183 & Application No. 74/117533	November 17, 1992
HIDDEN HITCH and design	Application No. 75/898894	--

CANADIAN TRADEMARKS

<u>Title</u>	<u>Registration Number</u>	<u>Issue Date</u>
HIDDEN HITCH and design	Application No. 1059987	--
Design of hitch in a pyramid	317,445 & Application No. 0531156	August 15, 1986
HIDDEN HITCH	390,183 and Application No. 0652253	November 15, 1992

Trademark Assignment

CL-600908v2

**RECORDED: 07/09/2001**

**TRADEMARK  
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