



FORM PTO-1618B

Page 2

Expires 06/30/99  
OMB 0651-0027

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_

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

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

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

**Correspondent Name and Address**

Area Code and Telephone Number (312) 577-7000

Name Edward E. Clair

Address (line 1) FITCH, EVEN, TABIN & FLANNERY

Address (line 2) 120 South LaSalle Street, Suite 1600

Address (line 4) Chicago, Illinois 60603

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. # 10

**Trademark Application Number(s) or Registration Number(s) [ X ] 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)**

76/083,481	76/112,893		294,181	505,397	587,599
			761,312	1,035,565	1,164,408
			1,244,225	1,414,715	1,448,141

**Number of Properties**

Enter the total number of properties involved. # \_\_\_\_\_

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 465.00

Method of Payment: Enclosed [ X ] Deposit Account [ X ]  
(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.*

Edward E. Clair  
Name of Person Signing

  
Signature

July 19, 2001  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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

Enter Additional Conveying Party 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.

Enter Additional Receiving Party

**Name** \_\_\_\_\_

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

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

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

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

**Address (line 3)** \_\_\_\_\_

City State Zip Code

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other \_\_\_\_\_

[ ] 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.)

**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)**


1,535,019	1,554,418	1,920,440
1,955,746	2,069,653	2,219,717
2,297,951		

## TRADEMARK ASSIGNMENT

**WHEREAS**, Wilton Corporation, a Colorado corporation (“Assignor”), is the owner of the trademark registrations and applications for trademark registration set forth on Exhibit A attached hereto and made a part hereof (collectively, the “Marks”); and

**WHEREAS**, pursuant to the terms and provisions of that certain Contribution Agreement (the “Contribution Agreement”), dated April 27, 2001 (the “Effective Date”), between Assignor and Hand Tools International, L.L.C., a Delaware limited liability company (“Assignee”), Assignor has agreed to sell, convey, transfer and assign to Assignee, and Assignee has agreed to purchase and acquire from Assignor, the Marks, together with the goodwill of the Tool Business (as defined in the Contribution Agreement) associated therewith; and

**WHEREAS**, the execution and delivery by Assignor of this Trademark Assignment is a condition precedent to Assignee’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, Assignor hereby sells, assigns, transfers and sets over to Assignee all of the right, title and interest in and to the Marks, together with the goodwill of the Tool Business (as defined in the Contribution Agreement) 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 Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor 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 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 and assigns.

Assignor hereby covenants and agrees with Assignee 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. Assignor further agrees to cooperate in any action that Assignee from time to time takes to evidence, establish, maintain, protect, enforce or defend its rights under and to the Marks.

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

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

WILTON CORPORATION

HAND TOOLS INTERNATIONAL, L.L.C.

By: [Signature]

By: [Signature]

Name: Medi Tempori  
Title: Treasurer & CFO

Name: Paul Flask  
Title: CEO

STATE OF Illinois

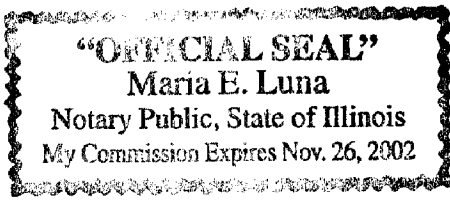
COUNTY OF Cook

On this 3rd day of April, 2001, personally appeared Medi Tempori to me known and known to me to be a Officer of Assignor, the assignor above named, and acknowledged that he/she freely executed the foregoing Trademark Assignment on behalf of Assignor and pursuant to his/her authority to do so.

My commission expires: 11/26/02.

[SEAL]

[Signature]  
Notary Public



## TRADEMARKS

Mark	Country	Reg. No./ Reg. Date	Appln.No./ Filed	Status
A DISC OR CIRCLE HAVEING THE LETTER H THEREIN	Canada	UCA044885 12/10/52	21768600 12/10/52	Expires 12/10/12 Owner: Warren Tool Group
BC AND DESIGN	US	1530530 03/21/89		Owner: Warren Tool Group
BC AND DESIGN	US	1,535,019 04/18/89		Expires 04/18/09 Owner: Warren Tool Group
BRINK & COTTON	US	1533901 04/11/89		Owner: Warren Tool Group, Inc.
BRINK AND COTTON	US	1554418 09/05/89	73/753200 09/21/88	Expires 09/05/09 Owner: Warren Tool Group, Inc.
BRINK & COTTON	US	2297951 12/07/99	75/552603 09/14/98	Expires 12/07/09 Owner: Wilton Corporation
BULLET-SHAPED BODY OF VISE AND ROUNDED BASE	US	1414715 10/28/86	73/525862 03/08/85	Expires 10/28/06 Owner: Wilton Corp.
COLUMBIAN AND DESIGN	US	0605458 05/03/55		Owner: Warren Tool Group
COLUMBIAN	US	1955746 02/13/96	74/549037 07/14/94	Expires 02/13/06 Owner: Warren Tool Group, Inc.
COLUMBIAN	US	2069653 06/10/97	75/1126650 06/27/96	Expires 06/10/07 Owner: Warren Tool Group, Inc.
DESIGN (BENCH VISE)	US		76/112893 08/21/00	Pending Owner: Wilton Corporation
H AND DESIGN	US	1448141 07/21/87		Owner: Warren Tool Group, Inc.
HARGRAVE	Canada	UCA044834 12/10/52	21769000 12/10/52	Expires: 12/10/12 Owner: Warren Tool Group
HARGRAVE	US	1244225 07/05/83	73/352932 03/04/82	Expires 07/05/03 Owner: Warren Tool Group, Inc.
HARGRAVE	US	1035565 03/09/76	73/032268 09/16/74	Expires 03/09/06 Owner: Warren Tool Group, Inc.
HARGRAVE	US	0505397 01/04/49		Owner: Warren Tool Group, Inc.
JUNIOR	US	0587599 03/30/54		Expires 03/30/04 Owner: Warren Tool Group

Mark	Country	Reg. No./ Reg. Date	Appln.No./ Filed	Status
JUNIOR	Canada	352,415 02/24/89		Expires 02/24/04 Owner: Warren Tool Group
PERMA-PAD	US	0670906 12/09/58		Expires: 12/09/98 Owner: Wilton Corporation
PERMA-PAD	US	1164408 08/11/81	73/230411 09/07/79	Expires 08/11/01 Owner: Wilton Corporation
POWRARM	US	419298 02/12/46	71/476002 11/02/44	Cancelled 10/20/88 Owner: Wilton Corporation
QUALITY YOUR GRANDFATHER TRUSTED	US	1786472 08/10/93	74/800802 07/05/91	Expires: 08/10/03 Owner: Warren Tool Group, Inc.
SAW BUDDY	US		76/083481 07/06/00	ITU application Pending Owner: Wilton Corporation
SUPERCLAMP	Canada	UCA044374 12/10/52	21768900 12/10/52	Expires: 12/10/12 Owner: Warren Tool Group
SUPERCLAMP	US	294181 05/24/32	71/317454 07/30/31	Expires 05/24/02 Owner: Warren Tool Group, Inc.
SUPER JUNIOR	US	0761312 12/10/63		Expires 12/10/03 Owner: Warren Tool Group, Inc.
SUPER JUNIOR	Canada	344,448 09/09/88		Expires 09/09/03 Owner: Warren Tool Group
W6 DRIVER	US	2219717 01/19/99	75/326698 07/18/97	Expires 01/19/09 Owner: Wilton Corporation
WARREN TOOL GROUP	US	1920440 09/19/95	74/549325 07/14/94	Expires: 09/19/05 Owner: Warren Tool Group

<b>U.S. Trademark Registrations</b>			
<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>	<b>ATTORNEY DOCKET NO.</b>
BRINK & COTTON	2,297,951	December 07, 1999	7203/71384
COLUMBIAN	2,069,653	June 10, 1997	7203/71387
COLUMBIAN	1,955,746	February 13, 1996	7203/71386
WARREN TOOL GROUP	1,920,440	September 19, 1995	7203/71399
BC AND DESIGN	1,535,019	April 18, 1989	7203/71382
BRINK AND COTTON	1,554,418	September 05, 1989	7203/71383
W6 DRIVER	2,219,717	September 09, 1988	7203/71398
H AND DESIGN	1,448,141	July 21, 1987	7203/71389
BULLET-SHAPED BODY OF VISE AND ROUNDED BASE	1,414,715	October 28, 1986	7203/71385
HARGRAVE	1,244,225	July 05, 1983	7203/71390
PERMA-PAD	1,164,408	August 11, 1981	7203/71394
HARGRAVE	1,035,565	March 09, 1976	7203/71391
SUPER JUNIOR	0,761,312	December 10, 1963	7203/71397
JUNIOR	0,587,599	March 30, 1954	7203/71393
HARGRAVE	0,595,397	January 04, 1949	7203/71392
SUPERCLAMP	244,181	May 24, 1932	7203/71396

Enclosed herewith are an Assignment, Recordation Form Cover Sheet listing the trademark applications and trademarks mentioned above, and a check in the amount of four