

10-30-2001



101890638

COVER SHEET
ONLY

Docket No.:

Tab settings

To the Honorable Commissioner

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wescon Products Company

102201

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **October 3, 2001**

2. Name and address of receiving party(ies):

Name: **Blitz U.S.A., Inc.**

Internal Address:

Street Address: **404 26th Ave. N.W.**

City: **Miami** State: **OK** ZIP: **74354**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Oklahoma**
- 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 numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

| | | | |
|------------------|-----------|-----------|-----------|
| <u>1,022,516</u> | 1,331,745 | 2,117,745 | 2,248,492 |
| 1,224,291 | 1,397,400 | 2,132,100 | |
| 1,331,744 | 1,722,012 | 2,202,050 | |

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Robert D. Hovey, Esq.**

Internal Address: **Hovey, Williams, Timmons & Collins**

Street Address: **2405 Grand Blvd.**

City: **Kansas City** State: **MO** ZIP: **64108**

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41):.....\$ **\$265.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-0522

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 D. Hovey

Name of Person Signing

[Handwritten Signature]
Signature

10/17/01
Date

Total number of pages including cover sheet, attachments, and documents

ASSIGNMENT OF PATENTS AND TRADEMARKS

ASSIGNMENT OF PATENTS AND TRADEMARKS made as of the 3 day of October, 2001, by Wescon Products Company, a Delaware corporation, with its principal place of business at Wichita, Kansas ("Assignor"), to Blitz U.S.A., Inc., an Oklahoma corporation, with its principal place of business at Miami, Oklahoma ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of October 1, 2001, (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents and trademarks of Assignor listed on Exhibit "C" to the Agreement. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of (a) all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents"), and (b) all of Assignor's worldwide right, title, and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and tradenames listed on Schedule A annexed hereto and incorporated hereby by this reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents and the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent or Mark, whether arising prior to or subsequent to the date of this Assignment of Patents and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents and Trademarks shall be governed by and construed in

accordance with the laws of the State of Kansas without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents and Trademarks s of the date first above written.

Wescon Products Company

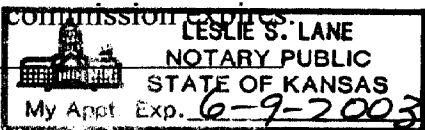
By: *Michael Bukaty*
Name: Michael Bukaty
Title: President

State of Kansas)
) ss..
County of Sedgwick)

On this 3rd day of October, 2001, before me, Michael Bukaty, personally appeared as President of Wescon Products Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Leslie S. Lane
Notary Public

My commission expires
LESLIE S. LANE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6-9-2003

**SCHEDULE A TO
ASSIGNMENT OF TRADEMARKS AND PATENTS**

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Design Patents/Applications

| <u>Patent No.</u> | <u>Title</u> | <u>Country</u> | <u>Issue Date</u> |
|-------------------|---------------|----------------|-------------------|
| D374,387 | Screwdriver | U.S. | October 8, 1996 |
| D377,698 | Cleaning Tool | U.S. | January 28, 1997 |
| D379,292 | Folding Saw | U.S. | May 20, 1997 |
| D388,569 | Squeegee | U.S. | December 30, 1997 |
| D388,681 | Screwdriver | U.S. | January 6, 1998 |

Other

Assignor's remaining rights, if any, with regard to the following trademarks, trademark applications, design patents and applications therefor, each of which has expired, lapsed or been abandoned:

Lapsed or Abandoned Trademarks/Applications

| <u>Mark</u> | <u>Reg./App. No.</u> |
|-------------|----------------------|
| S-10 | 1,643,650 |
| MR 606 | 1,654,188 |

Lapsed or Abandoned Design Patents/Applications

| <u>Patent No.</u> | <u>Title</u> | <u>Country</u> | <u>Issue Date</u> |
|-------------------|--------------------------------|----------------|--|
| App #94 3795 | Screwdriver (application only) | Mexico | Filed: May 23, 1994 (patent not issued) |
| 78680 | Screwdriver | Canada | July 12, 1996 |

**SCHEDULE A TO
ASSIGNMENT OF TRADEMARKS AND PATENTS
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Registered Trademarks or Applications

| <u>Mark</u> | <u>Reg./App. No.</u> |
|------------------------|----------------------|
| ICEBREAKER | 1,022,516 |
| ICEBREAKER | 1,224,291 |
| MR. RATCHET (stylized) | 1,331,744 |
| MR. RATCHET | 1,331,745 |
| ULTRA-GLIDE & design | 1,397,400 |
| SPRAYGEE | 1,722,012 |
| SQUEEGEE WIZ | 2,117,745 |
| POWERATCHET | 2,132,100 |
| ULTRADRIVER | 2,202,050 |
| POCKETWRENCH II | 2,248,492 |

Patents/Applications

| <u>Patent No.</u> | <u>Title</u> | <u>Country</u> | <u>Issue Date</u> |
|-------------------|--|----------------|-------------------|
| 4,793,222 | Ratcheting Tool Driver and Method of Assembling a Ratcheting Tool Driver | U.S. | December 27, 1988 |
| 4,901,607 | Ratcheting Tool Driver and Method of Assembling an Improved Ratcheting Tool Driver | U.S. | February 20, 1990 |
| 5,038,452 | Method of Assembling an Improved Ratcheting Tool Driver | U.S. | August 13, 1991 |
| 5,259,281 | Combination Hand Tool | U.S. | November 9, 1993 |
| NI-68981 | Screwdriver | Taiwan | April 8, 1995 |
| 94 3795 | Screwdriver | Mexico | May 23, 1994 |