

11-26-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-26-01

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 #

11-26-01

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
10/31/2001

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
11/6/2001

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

- 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 a separate document from Assignment.)

11/26/2001 DBYRNE 00000058 1645803

FOR OFFICE USE ONLY

01 FC:461
02 FC:442

40.00 OP
25.00 OP

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: 002398 FRAME: 0660

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,645,803"/>	<input type="text" value="1,897,322"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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: #

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.

Kim A. Wehrenberg

Name of Person Signing

Signature

11/30/01

Date Signed

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks and Trade Names (the "Assignment") is made and entered by and between Tooling Specialties, Inc., a Texas corporation ("Assignor"), and Manchester Tool Company, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of October 11, 2001 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties, and rights pertaining to Assignor's business operations.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademarks and trademark registrations identified and set forth on Schedule A attached hereto, including variations thereof (the "Trademarks") and the goodwill of the business associated therewith;

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

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby irrevocably sell, assign, transfer, and set over to Assignee, effective as of the Closing (as defined in the Purchase Agreement), the entire right, title, and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations for the Trademarks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any state thereof or any jurisdiction foreign to the United States, 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 had not been made; together with all income, royalties, or payments due or payable as of the Closing or thereafter, including without limitation all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, 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.

2. Assignor represents that, except as is expressly stated on Schedule A, no registration or filings have been made by it or on its behalf for the Trademarks under the laws of the United States or any state thereof or any jurisdiction foreign to the United States.

3. Assignor hereby requests the Commissioner of Patents and Trademarks to record this Assignment against the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives, and assigns, as the assignee and owner of the Trademarks.

4. This Assignment is executed pursuant to and in furtherance of the Purchase Agreement, and it does not replace, substitute for, or extinguish any provision or obligations of the

Purchase Agreement. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without giving effect to its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates set forth hereunder their respective signatures as of the 31st day of October, 2001.

ASSIGNOR:

Tooling Specialties, Inc.

[CORPORATE SEAL]

By: *Roger Little* ROGER LITTLE

Its: PRESIDENT

Date: 11-6-01

[Handwritten mark]

ASSIGNEE:

Manchester Tool Company

By: *Kim A. Wehner*

Its: Vice Pres.

Date: 11-6-01

SCHEDULE A

TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

TRADEMARK

REGISTRATION NO.

REGISTRATION DATE

Octicut
Groovidex

1,645,803
1,897,322

5/28/91
6/6/95

RW
11-6-01