

11-28-2001

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

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

1. Name of conveying party(ies): **11-1401**
KatchAll Industries International, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State OH
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Colman Group, Inc.
Internal Address: _____
Street Address: 555 Koopman Lane
City: Elkhorn State: WI Zip: 53121
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State WI
 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: 11/05/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A
186 7037

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE A
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Adam L. Brookman
Internal Address: _____
Street Address: 780 N. Water Street
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 23
7. Total fee (37 CFR 3.41).....\$ 590.00
 Enclosed
 Authorized to be charged to deposit account for any deficiencies
8. Deposit account number:
07-1509
(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.
Adam L. Brookman [Signature] 11/14/01
Name of Person Signing Signature Date

3

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

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

11/27/2001 TDIAZ1 00000006 1867037
01 FC:481 40.00 DP
02 FC:482 550.00 DP

TRADEMARK
REEL: 002399 FRAME: 0996

SCHEDULE A

MARK	SERIAL NO./REG. NO.
BLADERUNNER	1,867,037
BOARD-MATE	2,216,408
FRIDGE-KARE	2,332,149
GUARDIAN	75/810,863
K MATS	2,361,818
KATCH ALL	1,240,945
KLEEN-CUP	2,252,734
KLEEN-PAIL	2,251,016
KOLOR-CUT	2,329,470
KOOL-TEK	1,943,025
MANI-KARE	2,286,675
POLY-LINER	75/659,067
POLY-ROLL	2,195,441
POLY-STONE	1,941,747
RAPI-KOOL	2,401,435
SAFETYWRAP	1,896,966
SAF-T-ICE	2,216,088
SENTRY	75/810,865
TITAN	75/824,830
TUFF-CUT	2,321,657
ULTRALINER	2,289,866
VERSA-MAT	2,380,047
VERSA-TRAK	2,292,447

TRADEMARK ASSIGNMENT

WHEREAS, KatchAll Industries International, Inc., a corporation of the State of Ohio having its principal place of business at 5800 Creek Road, Cincinnati, Ohio 45242, ("Assignor") is the owner of the entire right, title and interest in and to the trademarks listed on attached Schedule A (hereinafter the "Trademarks") together with the goodwill of the business symbolized thereby; and

WHEREAS, The Colman Group, Inc., a corporation of the State of Wisconsin, located and doing business at 555 Koopman Lane, Elkhorn, Wisconsin 53121, ("Assignee"), desires to acquire Assignor's entire right, title and interest in and to the Trademarks worldwide, together with the goodwill of the business symbolized thereby;

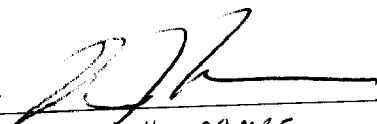
NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment of ASSIGNEE to ASSIGNOR of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said TRADEMARKS, together with the goodwill associated therewith.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale. ASSIGNOR'S obligations to cooperate regarding this Assignment are set forth in Section 5.6 of the Asset Purchase Agreement between the parties hereto, which section is incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the

5 day of November, 2001.

KATCHALL INDUSTRIES
INTERNATIONAL, INC.

By: 
Name: Jack J. Kennamer
Title: President

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