

TRADEMARKS ONLY

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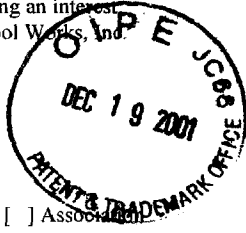
12-19-01

1. Name of Party(ies) conveying an interest:
Woodings-Verona Tool Works, Inc.

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Pennsylvania
 Other -

3. Interest Conveyed:
 Assignment Change of Name
 Merger
 Other -

Execution Date - January 16, 1997



Name and Address of Party(ies) receiving an interest:
O. Ames Co.

Address: P.O. Box 1774
Parkersburg, West Virginia 26101

Entity:
 Individual(s) Association
 Corporation - Delaware General Partnership Limited Partnership
 Other -

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:
 Yes
 No

(The attached document must not be an assignment)

Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
Reg. No. 1,961,051

5. Please mail documents back to:
Paul W. Kruse
Pillsbury Winthrop LLP
1600 Tysons Boulevard
McLean, Virginia 22102

6. Number of applications and registrations involved: 1
7. Amount of fee enclosed: \$ 40.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 14358/282207
C# M#

DO NOT USE THIS SPACE

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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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	7
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Attorney: Paul W. Kruse
Date: December 19, 2001
Atty/Sec: PWK:eba

Tel: (703) 905-2120
Fax: (703) 905-2000

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is made as of January 16, 1997, by and between Woodings-Verona Tool Works, Inc., a Pennsylvania corporation ("Assignor"), and O. Ames Co., a Delaware corporation ("Assignee").

RECITALS

- A. Assignor and Assignee have entered into an Asset Purchase Agreement dated December 31, 1996 (the "Purchase Agreement"); and
- B. The parties to the Purchase Agreement desire to execute this Assignment to evidence the assignment by Assignor to Assignee of all of the intellectual property of the Assignor including the property referred to in Schedule 4.18 of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignment Of Intellectual Property. Assignor hereby assigns, conveys, transfers, and sets over unto Assignee all patents, trademarks, tradenames and service marks and all applications therefor, the corporate name "Woodings-Verona Tool Works, Inc." and derivatives thereof, and all Trade Secrets which are owned by Seller and used in the Business, and all processes, inventions, trade secrets, engineering or technical drawings, data and designs, formulas and past and present customer lists owned by Seller or which Seller has the right to use and all Goodwill and other intangible assets, including, without limitation, those listed on Schedule 4.18 of the Purchase Agreement, together with Assignor's right, title and interest in and to (1) all income, royalties, damages and payments now or hereafter due and/or payable with respect to the intellectual property, including without limitation, charges and payments for past or future infringements thereof, (2) the right to sue for past, present and future infringements of the intellectual property, (3) the right to secure all renewals for any registrations of the intellectual property, and (4) all rights corresponding thereto, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor shall remain liable for all claims, demands, causes of action, losses, damages, costs and expenses regarding such intellectual property arising prior to the date hereof.

3. Binding Effect. This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns.

4. Purchase Agreement. This Assignment shall be subject to and governed by the terms and conditions of the Purchase Agreement. Notwithstanding any other provision of this Assignment, no provision of this Assignment shall in any way contradict the express provisions (including, without limitation the warranties, covenants, agreements, conditions, representations, obligations and indemnifications of the Seller) set forth in the Purchase Agreement.

5. Governing Law. This Assignment shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to conflicts of law principles thereof.

6. Counterparts. This Assignment is executed pursuant to the Purchase Agreement and may be simultaneously executed in counterparts, each of which as so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

WOODINGS-VERONA TOOL
WORKS, INC.

By: J. Randall Spotswood

Name: J. RANDALL SPOTSWOOD

Title: CHAIRMAN

ASSIGNEE:

O. AMES CO.

By: R. E. Keup

Name: R. E. KEUP

Title: PRESIDENT/CEO

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Randall Johnson
Personally appeared before me this day, the above named *Randall Johnson*, to me personally known, who acknowledged that he signed the foregoing instrument on behalf of Woodings-Verona Tool Works, Inc. for the uses and purposes therein mentioned, and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my seal, this ~~10th~~ ²³ day of ~~January~~, 1997.

Nanette C. Row

Notary Public
Notarial Seal
Nanette C. Row, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 13, 1999
Member, Pennsylvania Association of Notaries

(Seal)

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Personally appeared before me this day, the above named *R.E. Keup*, to me personally known, who acknowledged that he signed the foregoing instrument on behalf of O. Ames Co. for the uses and purposes therein mentioned, and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my seal, this ~~10th~~ ^{3rd} day of ~~January~~ ^{MARCH}, 1997.

P.E. Walton
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
P. E. WALTON
O. Ames Co.
P. O. Box 1774
Parkersburg, West Virginia 26102-1774
My Commission Expires Feb. 28, 2008

(Seal)

000393

Int. Cl. 8

Prior U.S. Cls: 23, 28, and 44

Reg. No. 1,961,051

United States Patent and Trademark Office Department of Commerce, U.S. Patent and Trademark Office

**TRADEMARK
PRINCIPAL REGISTER**

FIBERPRO

WOODING-VERONA TOOL WORKS, INC.
PENNSYLVANIA CORPORATION
400 JONES STREET
VERONA, PA 19086

AND WOODSPLITTING MAULE, IN CLASS I
(U.S. CLS. 23, 28 AND 44)
FIRST USE 7-27-1974; IN COMMERCE
7-27-1974

FOR TOOL HANDLES MADE OF FIBER-RE-
INFORCED POLYPROPYLENE, NAMELY
HANDLES AND REPLACEMENT HANDLES
FOR AXES, SLEDGES, HAMMERS, PICKS

IN TRADEMARK FILED 6-17-1974

ANTHONY E. MASTELLO, EXAMINER AT
TOLSON

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