

06-27-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/200)



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

Tab settings

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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): Fellows Corporation 6-18-02
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: BF Acquisition, LLC Internal Address: Street Address: 1250 E. 222nd Street City: Cleveland State: OH Zip: 44117
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other DELAWARE LLC
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 05/31/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/323611 B. Trademark Registration No.(s) 0548059 1163454
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Katharine F. Rowe, Esq. Internal Address: LeBoeuf, Lamb, Greene & MacRae, LLP Street Address: 50 N. Laura Street Suite 2800 City: Jacksonville State: FL Zip: 32202

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(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. Katharine F. Rowe Name of Person Signing Signature Date 6/14/02
Total number of pages including cover sheet, attachments, and document: 5

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

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TRADEMARK REEL: 2532 FRAME: 0375

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made as of the 31st day of May, 2002 (the "**Effective Date**"), by Fellows Corporation, a Delaware corporation ("**Assignor**"), to BF Acquisition, LLC, a Delaware limited liability company ("**Assignee**").

### RECITALS

A. Assignor is the sole and exclusive owner of the trade names, trademarks, and the United States and foreign trademark applications and registrations therefore, as listed on attached **Schedule A**, as well as the associated goodwill related thereto (collectively, the "**Trademarks**").

B. Assignor, Assignee and Jones & Lamson Vermont Corporation, a Delaware corporation, are parties to that certain Asset Purchase Agreement dated as of May 28, 2002 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets, including without limitation, the Trademarks.

C. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively 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 transferred assets.

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, free and clear of liens or encumbrances, together with the goodwill of the business symbolized by and associated with the Trademarks, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect, and all rights to sue for infringement of the Trademarks, whether arising prior to or subsequent to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Assignment as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby agrees and confirms that with respect to any applications for trademarks listed on **Schedule A** which are being prosecuted on an intent to use basis, Assignee has acquired that portion of the business with which the marks listed therein are being used or, if not yet used, are intended to be used.

Assignor hereby covenants that Assignor has the full right to convey the entire interest assigned in this Assignment and that Assignor has not executed, and will not execute, any agreement in conflict with this Assignment or the rights conveyed in this Assignment. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices) to transfer all applications and registrations for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

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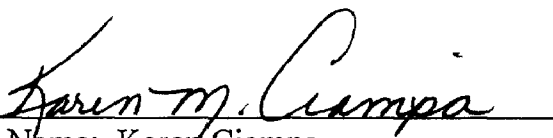
Assignor hereby further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall execute and convey as directed upon Assignee's request (or the request of Assignee's successor or assigns), any and all other documents or information requested by Assignee that are known or available to Assignor (or its successor or assigns) relating to the Trademarks, as Assignee in its sole discretion deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee, and will testify as to the same in any interference or other litigation or legal proceeding when requested so to do. In addition, for purposes of completing and executing any such documents, Assignor hereby appoints Assignee as Assignor's attorney in fact with full power and authority to complete any and all documents as Assignee determines in its sole discretion are advisable or necessary to fully vest in Assignee all rights in the Trademarks.

The preamble and the Recitals set forth above and the **Schedule A** referred to above are each incorporated into this Assignment as if each of the same were fully set forth in this Assignment.

Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Vermont without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused one of its duly authorized officers to execute this Assignment as of the Effective Date.

Fellows Corporation, a Delaware corporation

By: 

Name: Karen Ciampa

Title: SECRETARY & ASST TREASURER

State of Ohio )  
 ) ss.:  
County of Cuyahoga )

On this 31<sup>st</sup> day of May, 2002, before me, a notary public, personally appeared Karen Ciampa, who acknowledged herself to be the <sup>SECRETARY</sup> ~~ASST. TREASURER~~ [title] of Fellows Corporation, a Delaware corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

Witness my hand and official seal.

  
Notary Public

My commission expires: \_\_\_\_\_ [SEAL]

SCHEDULE A

TRADEMARKS ASSIGNED BY FELLOWS CORPORATION  
TO BF ACQUISITION, LLC

Country	Mark	Regis./App. No.	Regis./App. Date	Expir. Date
Austria	FELLOWS	99640	5/17/92	5/31/02
Benelux	FELLOWS	375,939	9/11/81	9/11/01
Brazil	HYDROSTROKE	810,672,294	9/20/93	9/20/03
Brazil	FELLOWS (Cl. 9)	810,864,606	12/6/93	12/6/03
Brazil	FELLOWS (Cl. 7)	817,669,175	2/21/96	2/21/06
Canada	HYDROSTROKE	269492	5/28/97	5/28/12
Canada	FELLOWS	270011	6/11/97	6/11/12
China	FELLOWS (Cl. 9)	229,508	6/30/95	6/11/05
China	FELLOWS (Cl. 7)	229,524	6/30/95	6/11/05
Denmark	FELLOWS	VR 1982 1200	3/19/92	3/19/02
France	HYDROSTROKE	1,680,780	7/16/01	7/16/11
France	FELLOWS	1,680,781	7/16/01	7/16/11
Germany	FELLOWS	1045525	5/11/91	9/30/11
Great Britain	HYDROSTROKE	B1,161,153	9/11/88	9/11/02
Great Britain	FELLOWS (Cl. 7)	1,161,839	9/24/81	9/24/02
Great Britain	FELLOWS (Cl. 9)	1,161,840	9/24/81	9/24/02
India	FELLOWS (Cl. 7)	382,643	11/3/88	11/3/02
India	FELLOWS (Cl. 9)	382,644	11/3/88	11/3/02
Italy	HYDROSTROKE	395977	1/21/86	8/20/01
Italy	FELLOWS	395747	1/27/86	7/28/01
Japan	HYDROSTROKE	1,738,299	8/30/95	12/20/04
Japan	FELLOWS (Cl. 9)	2,296,359	1/31/91	1/31/01
Japan	FELLOWS (Cl. 10)	2,450,976	8/31/92	8/31/02
Poland	FELLOWS	61404	11/13/84	11/13/94
Russia	FELLOWS	73401	9/27/82	9/27/02
S. Korea	FELLOWS	83876	1/14/93	9/13/02
Switzerland	HYDROSTROKE	314,612	9/1/01	9/1/11
Switzerland	FELLOWS	314,874	10/20/81	10/20/11
Taiwan	FELLOWS	184,619	7/1/82	7/15/02
U.S.	FELLOWS	548,059	9/18/91	9/18/11
U.S.	HYDROSTROKE	1,163,454	8/4/01	8/4/11
U.S.	FELLOWS (Logo)	76/323,611	10/10/01	
W. Germany	HYDROSTROKE	1039956	10/21/82	8/31/11
W. Germany	FELLOWS	1,045,525	5/11/91	9/30/01