

06-27-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): Jones & Lamson 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: 44111
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Delaware limited liability company
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)
B. Trademark Registration No.(s) 522634
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: 1
7. Total fee (37 CFR 3.41): \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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

06/27/2002 6TON11 00000025 522634

Mail 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: 0398

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made as of the 31st day of May, 2002 (the "**Effective Date**"), by Jones & Lamson Vermont 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 Fellows 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.

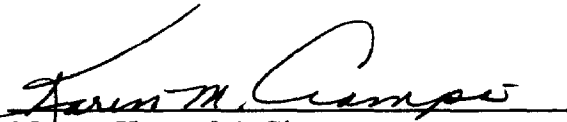
Assignor hereby further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall execute and convey as directed upon Assignee's request (or the request of Assignee's successor or assigns), any and all other documents or information requested by Assignee 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.

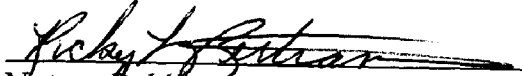
Jones & Lamson Vermont Corporation, a
Delaware corporation

By: 
Name: Karen M. Ciampa
Title: SECRETARY & ASST TREASURER

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

On this 31st day of May, 2002, before me, a notary public, personally appeared Karen M. Ciampa, who acknowledged herself to be the ~~SECRETARY~~ ^{SECRETARY} ~~ASST. TREASURER~~ [title] of Jones & Lamson Vermont 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

RICKY L. BERTRAM, Attorney At Law
Notary Public, State of Ohio

My commission expires: _____ My commission has ~~an~~ expiration date.
Section 147.03 R.C.

SCHEDULE A

TRADEMARKS ASSIGNED BY JONES & LAMSON
TO BF ACQUISITION, LLC

Country	Mark	Regis./App. No.	Regis./App. Date	Expir. Date
U.S.	J&L Logo	522,634	3/21/50	3/21/10