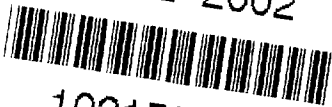


MRO 7-09-02

07-12-2002



102152689

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

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):

BF Acquisition, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 06/25/2002

2. Name and address of receiving party(ies)

Name: Bourn & Koch, Inc.

Internal

Address: _____

Street Address: 2500 Kishwaukee St.

City: Rockford State: IL Zip: 61108

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Illinois
☐ 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/323611

B. Trademark Registration No.(s) 522,634
548,059
1,163,454

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: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- ☒ 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

7/9/02

Total number of pages including cover sheet, attachments, and document: 6

07/11/2002 DBYRNE 00000224 76323611

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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

TRADEMARK
REEL: 002542 FRAME: 0658

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made as of the th 25 day of June, 2002 (the "**Effective Date**"), by BF Acquisition, LLC, a Delaware limited liability company ("**Assignor**"), to Bourn & Koch, Inc., an Illinois corporation ("**Assignee**").

RECITALS

A. Under an Asset Purchase Agreement, dated May 28, 2002 (the "**Original Purchase Agreement**"), among Assignor, Fellows Corporation, a Delaware corporation, and Jones & Lamson Vermont Corp., a Delaware corporation, Assignor acquired certain rights in those United States and foreign trademark applications and registrations listed on attached **Schedule A** (collectively, the "**Trademarks**"), as well as the associated goodwill related thereto.

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 18, 2002 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets acquired by Assignor under the Original Purchase Agreement, including without limitation, Assignor's rights in the Trademarks acquired by Assignor under the Original Purchase Agreement.

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, the assets being transferred under the Purchase Agreement.

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, if any, in, to and under the Trademarks, free and clear of liens or encumbrances created by Assignor, together with Assignor's rights in 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 to the extent and 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 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 Assignor's rights in all applications and registrations for the Trademarks to Assignee as assignee of Assignor's 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 Ohio 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.

BF Acquisition, LLC, a Delaware limited liability company

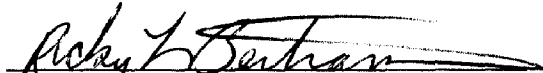
By: 

Name: J. Hunter Banbury
Title: President

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

On this 25th day of June, 2002, before me, a notary public, personally appeared J. Hunter Banbury, who acknowledged himself to be the President of BF Acquisition, LLC, and that he 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 himself as such officer.

Witness my hand and official seal.


Notary Public

My commission expires: _____
RICKY L. BERTRAM, Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

TRADEMARKS ASSIGNED BY FELLOWS CORPORATION
TO BF ACQUISITION, LLC

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

TRADEMARKS ASSIGNED BY JONES & LAMSON
TO BF ACQUISITION, LLC

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