

08-08-2002



Form PTO-1594 RI
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102182818

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

1. Name of conveying party(ies):
Barclays Business Credit, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction to change nature of conveyance to Assignment of Security Interest
- Merger
- Change of Name

Execution Date: 01/31/95

2. Name and address of receiving party(ies)

Name: Shawmut Capital Corporation
Internal Address: _____
Street Address: 20800 Swenson Drive, Suite 350
City: Waukesha State: WI Zip: 53186

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Connecticut
- Other _____

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) _____

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Goldberg Kohn et al.
Internal Address: Elizabeth Kostiuk
Street Address: 55 East Monroe Street,
Suite 3700
City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Kostiuk, Paralegal
Name of Person Signing

Elizabeth Kostiuk
Signature

August 7, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9

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

08/09/2002 TDIAZ1 00000015 630741

01 FC:481
02 FC:482

40.00 OP
200.00 OP

TRADEMARK
REEL: 002557 FRAME: 0667

EXHIBIT A

Trademarks

<u>Reg. No.</u>	<u>Trademark</u>	<u>Reg. Date</u>	<u>Status</u>
630,741	MIL-CARB	07/17/56	Renewal Due: 07/17/96
685,701	KLIP-PAC & Des.	09/22/59	Renewal Due: 09/22/99
714,912	MILWAUKEE & Washer Design	05/09/61	Renewal Due: 05/09/2001
895,322	"U" in Washer Design	07/28/70	Renewal Due: 07/28/90
902,041	3 nub Washer Design	11/10/70	Renewal Due: 11/10/90
902,877	8 nub Washer Design	11/24/70	Renewal Due: 11/24/90
1,042,091	MILWAUKEE WROT WASHER & Design	06/29/76	Renewal Due: 06/29/96
1,118,414	Q.C.Q.	05/15/79	Renewal Due: 05/15/99
1,189,102	MC & Design	02/09/82	Declaration of use due Between 02/09/87 and 02/09/88

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of January 31, 1995 by Barclays Business Credit, Inc., a Connecticut corporation having an office at 2300 North Mayfair Road, Wauwatosa, Wisconsin 53221 ("Assignor") in favor of Shawmut Capital Corporation, a Connecticut corporation having an office at 20800 Swenson Drive, Suite 350, Waukesha, Wisconsin 53186 ("Assignee").

TRADEMARK

REEL 1308 FRAME 403

RECITALS

WHEREAS, Wrought Washer Mfg., Inc., a Wisconsin corporation ("Borrower"), and Assignor, as Lender, entered into that certain Loan and Security Agreement dated as of February 6, 1986 (as amended, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, Borrower entered into that certain Trademark Mortgage and Security Agreement dated as of February 6, 1986 in favor of Assignor (the "Security Agreement"), and recorded with the United States Patent and Trademark Office on March 17, 1986 at Reel 0520 Frame 414; and

WHEREAS, pursuant to the Security Agreement, Borrower granted, assigned and conveyed to Assignor all right, title and interest in and to the trademarks listed on Exhibit A attached hereto;

WHEREAS, Assignor, Barclays Bank PLC, Shawmut National Corporation and Shawmut Bank Connecticut, N.A. have entered into that certain Purchase and Assumption Agreement dated as of November 12, 1994 (the "Purchase Agreement") pursuant to which Assignor has agreed to execute and deliver this Assignment to Assignee.

NOW, THEREFORE, in consideration of the recitals set forth above, which are made a part of this Assignment, and in consideration of Ten Dollars (\$10), the conditions and covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Security Agreement, and Assignee hereby assumes all of Assignor's obligations thereunder.

2. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the security interests granted by the Security Agreement, or the validity, priority or continued effectiveness of the Loan Agreement, the Security

any other Loan Documents (as defined in the Loan
ment).

IN WITNESS WHEREOF, Assignor has caused these presents to
be duly executed and delivered in Wauwatosa, Wisconsin on the day
and year first above written.

BARCLAYS BUSINESS CREDIT, INC.

BY Kenneth J. Krueger
Name Kenneth J. Krueger
Its Vice President

This document was prepared by
(when recorded return to):

GOLDBERG, KOHN, BELL, BLACK,
ROSENBLUM & MORITZ, LTD.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603
(312) 201-4000
Attention: Sara A. Kincaid

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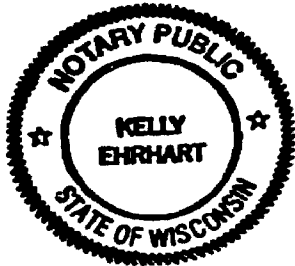
REEL 1308 FRAME 04

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Kenneth J. Krueger personally known to me to be the Vice President of Barclays Business Credit, Inc., a Connecticut corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of January, 1995.



Kelly A. Ehrhart
Notary Public

My commission expires:

4/5/98

TRADEMARK

REEL 1308 FRAME 05

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1,189,102	MC & Design	02/09/82	Declaration of use due Between 02/09/87 and 02/09/88

TRADEMARK

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PATENT AND TRADEMARK
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