

09-06-2002

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



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

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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):

COOPER INDUSTRIES, INC.

9.3.02

- 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
- Merger
- Change of Name

Execution Date: 12/19/2000

2. Name and address of receiving party(ies)

Name: COOPER BRANDS, INC.

Internal Address: _____

Street Address: 600 Travis, Suite 5800

City: HOUSTON State: TX Zip: 77002

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

0676307

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Lupe Yruegas

Internal Address: Cooper Industries, Inc.

Street Address: 600 Travis, Suite 5800

City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: _____

27

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

033120

FINANCE SECTION
M 7:25

DO NOT USE THIS SPACE

9. Signature.

William Reichman
Name of Person Signing

William Reichman
Signature

08/26/02
Date

09/06/2002 LMEILLER 00000045 033120 0676307

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

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

01 FC:481 40.00 CH
02 FC:482 650.00 CH

TRADEMARK
REEL: 2576 FRAME: 0651 |

APPENDIX A

MARK	REGISTR. DATE	REGISTR. NO.
66	03/31/1999	0676307
966	03/31/1999	0676306
ANCHOR	10/19/1982	1213053
ARTISAN	02/07/1950	0520586
ATLAS	09/10/1940	0381007
CHALLENGE	02/04/1947	0427256
CHROME CLAD	02/02/1954	0585256
EXECUTIVE	12/24/1957	0656129
HI-VIZ	12/31/1996	2026887
HI-WAY	08/05/1947	0431741
LEADER	09/07/1982	1207033
LOKMATIC	07/06/1985	0792210
LUFKIN	12/20/1949	0518890
MEZURLOK	07/27/1985	0793319
NUBIAN	09/28/1948	0502490
PEE-WEE	07/05/2000	0700507
PIONEER	09/28/1948	0502491
QUAD HOOK	12/21/1999	2301817
RED END	04/27/1930	0212178
RED END AND DESIGN	07/26/2000	0701796
RED END ON FOLDING RULE	02/15/1930	0224093
SPEEDWINDER	06/15/2002	1197777
TAPE MEASURE DESIGN	10/10/1995	1925095
TWO WAY	03/13/1956	0623008
ULTRALOK	04/06/1982	1193103
WESTERN	09/28/1948	0502487
X-46	03/20/1956	0623436

Assignments from Cooper Industries, Inc. to Cooper Brands, Inc.

TRADEMARK
REEL: 2576 FRAME: 0652

**AGREEMENT FOR SALE AND TRANSFER
OF INTELLECTUAL PROPERTY INTERESTS**

This Agreement for Sale and Transfer of Intellectual Property interests ("Agreement") is effective as of 12:01 a.m. on January 1, 2000 by and between COOPER INDUSTRIES, INC., an Ohio corporation, having its principal offices at 600 Travis, Suite 5800, Houston, Texas 77002 (hereinafter "ASSIGNOR"), and COOPER BRANDS, INC., a Delaware corporation having its principal offices at 600 Travis, Suite 5800, Houston, Texas 77002 (hereinafter "ASSIGNEE").

RECITALS

WHEREAS, ASSIGNOR is the owner in the United States of numerous trademarks that are utilized in designing, developing, manufacturing and selling hand tools (hereinafter "Intellectual Property") and desires to transfer all of its interest in the Intellectual Property to ASSIGNEE; and

WHEREAS, ASSIGNEE wishes to obtain all right, title and interest in and to the Intellectual Property from ASSIGNOR;

NOW, THEREFORE, for and in consideration of one thousand (1,000) shares of common stock of ASSIGNEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the above recitals, which are incorporated into the operative terms of this Agreement by this reference, the parties agree and state that the following terms and conditions shall govern this Agreement:

1. ASSIGNOR transfers and assigns its entire right, title and interest in and to the Intellectual Property, including the goodwill associated therewith, to ASSIGNEE. Without limitation, the trademark registrations listed in Appendix A and the trademark applications listed in Appendix B are considered to be a part of the Intellectual Property.
2. ASSIGNOR transfers and assigns to ASSIGNEE all rights of any nature to prosecute, settle or defend any cause of action arising prior to the date of this Agreement involving the Intellectual Property.
3. ASSIGNEE issues and delivers to ASSIGNOR one thousand (1,000) shares of common stock of ASSIGNEE.
4. This Agreement and the covenants and promises herein contained shall be binding upon and inure to the benefit of the ASSIGNEE and the ASSIGNOR and their successors and assigns.
5. The terms of this Agreement shall be interpreted in accordance with the laws of the United States and the laws of the State of Delaware.
6. This Agreement and any part thereof may be amended only by a writing executed by the parties hereto.
7. If any of the terms of this Agreement are held to be unlawful by a court of competent jurisdiction, such a finding shall in no way affect the remaining obligations and rights of the parties hereunder.

8. The parties state and agree that each has the capacity to enter into this Agreement.

The parties state that they have each carefully read the foregoing Agreement and consent to its terms, as evidenced by their signatures:

COOPER INDUSTRIES, INC., ASSIGNOR

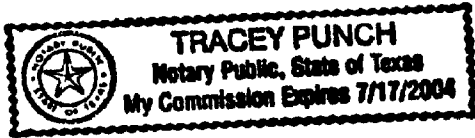
Witness:

Theresa Anne

Date: 12-19-2000

By: Diane K. Schumacher
Diane K. Schumacher
Senior Vice President, General Counsel
& Secretary

Before me this 19th day of December, 2000 appeared Diane K. Schumacher, who declares that she is authorized to execute this document on behalf of COOPER INDUSTRIES, INC., and that she has read and understands the foregoing document and has signed it as her free act and deed and as the free act and deed of the corporation.



Tracey Punch
Notary Public

My commission expires on: 7/17/2004

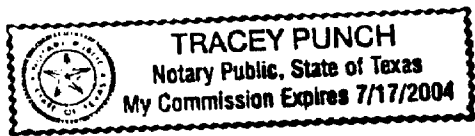
Witness:

Theresa Anne

Date: 12-20-2000

COOPER BRANDS, INC., ASSIGNEE
By: Randall B. Ammerman
Randall B. Ammerman
Vice President

Before me this 20th day of December, 2000 appeared Randall B. Ammerman, who declares that she is authorized to execute this document on behalf of COOPER BRANDS, INC., and that he has read and understands the foregoing document and has signed it as his free act and deed and as the free act and deed of the corporation.



Tracey Punch
Notary Public

My commission expires on: 7/17/2004