



12-24-02

102320167

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

1. Name of conveying party(ies):

NUPLA CORPORATION

12-24-02

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- 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: DECEMBER 9, 2002

2. Name and address of receiving party(ies):

Name: NUPLA ACQUISITION CORPORATION

Internal

Address:

Street Address: 11912 SHELDON STREET

City: SUN VALLEY State: CA ZIP: 91352

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

78/133,680

B. Trademark Registration No.(s)

620,777	842,300	857,714	877,573
622,110	846,668	858,248	961,982
628,215	851,863	877,572	979,892

Additional numbers attached?  Yes  No

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

Name: BARBARA ALDER

Internal Address: PAUL, HASTINGS, JANOFSKY & WALKER, LLP

Street Address: 695 TOWN CENTER DRIVE, 17<sup>TH</sup> FLOOR

City: COSTA MESA State: CA ZIP: 92626

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41):

\$ 840.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/24/2002 670N11 00000172 78133680

DO NOT USE THIS SPACE

01 F0:8521 40.00 DP  
02 F0:8522 800.00 DP

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.

BARBARA ALDER

Name of Person Signing

*Barbara Alder*

Signature

12.20.02

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

**Attachment to Trademark Recordation Form Cover Sheet**

**Continuation of Item 4B: Trademark Registration Numbers:**

1,450,821  
1,451,319  
1,581,084  
1,585,335  
1,609,594  
1,771,128  
1,791,304  
1,791,305  
1,848,082  
1,912,260  
1,916,002  
1,956,871  
2,023,265  
2,011,222  
1,997,706  
2,008,307  
2,134,941  
2,139,580  
2,236,169  
2,416,592

## TRADEMARK ASSIGNMENT

WHEREAS, NUPLA CORPORATION, a Delaware corporation, ("Assignor"), with facilities at 11912 Sheldon Street, Sun Valley, California, owns all right, title, and interest in and to certain trademarks, including those identified in Exhibit A attached hereto and by this reference made a part hereof, whether registered or unregistered, including all common law and statutory rights associated therewith, (collectively, the "Trademarks"), the renewals therefor and all claims for past infringement thereof.

WHEREAS, NUPLA ACQUISITION CORPORATION, a California corporation, ("Assignee"), as a part of the purchase of certain of the assets of the Assignor, is acquiring the entire right, title, and interest in and to the Trademarks, the renewals therefor, and all claims for past infringement thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows:

1. Assignor does hereby sell, assign, convey, and transfer unto Assignee, its successors and assigns, free and clear of any and all liens, restrictions, claims, and encumbrances, Assignor's entire right, title, and interest in and to the Trademarks, together with all rights of registration, all rights to the renewals of any existing or future registration, all rights to create derivative works, all rights to distribute copies thereof, all rights to publicly display the Trademarks, and all rights of recovery and of legal action for past infringements.

2. Assignor hereby represents and agrees that (a) Assignor is the sole and rightful owner of and has sole title to, the Trademarks, (b) no rights in or to the Trademarks have been previously assigned, licensed, restricted, transferred, granted, or encumbered, (c) the Trademarks are original, have been created solely by Assignor, and do not infringe any copyright, trademark, or other proprietary right of any other person or party, and (d) Assignor has full power and authority to enter into and perform this Assignment.

3. Assignor hereby authorizes Assignee and its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for trademark registration in the United States and in foreign countries, and to secure in its own name the trademarks issued thereon. Assignor hereby agrees that, upon the request of the Assignee, at any time at or after the date of this agreement, Assignor shall execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by Assignee and shall take any other action consistent with the terms of this Assignment that may reasonably be requested by Assignee for the purpose of granting and transferring to Assignee, or reducing to Assignee's possession, custody, or control, any or all of the Trademarks, and Assignor will sign any and all necessary papers, and make all rightful oaths, and do all acts which Assignee or its successors or assigns

may consider necessary or appropriate in connection with or to carry out and implement the Trademarks and the assignment herein granted to Assignee. Assignor hereby appoints Assignee as its agent to act in Assignor's name and on Assignor's behalf to take any action necessary or appropriate to effect the transfer and assignment to Assignee of any of the Trademarks, or to prosecute or otherwise enforce any claims, rights, or benefits relating to the Trademarks.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment on the date set forth below.

Date: 12-9-02

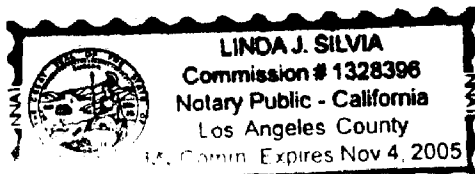
NUPLA CORPORATION,  
a Delaware corporation

By Phyllis S. Carmien  
as President

STATE OF CALIFORNIA |  
| SS  
COUNTY OF LOS ANGELES |

On this 9<sup>th</sup> day of December, 2002, Phyllis S. Carmien personally appeared before me, Linda J. Silvia, Notary, personally know to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Seal

Linda J. Silvia  
Notary Public

**EXHIBIT A**

1. U.S. Trademark Registration No. 620,777, registered February 7, 1956, for the mark IMPAX;
2. U.S. Trademark Registration No. 622,110, registered February 28, 1956 for the mark NUPLAFLEX;
3. U.S. Trademark Registration No. 628,215, registered June 5, 1956 for the mark NUPLA;
4. U.S. Trademark Registration No. 842,300, registered January 16, 1968 for the mark NUPLAGLAS;
5. U.S. Trademark Registration No. 846,668, registered March 26, 1968 for the mark NUPLA;
6. U.S. Trademark Registration No. 851,863, registered July 2, 1968 for the mark NUPLAGLAS;
7. U.S. Trademark Registration No. 857,714, registered October 1, 1968 for the mark NUPLA-BOND;
8. U.S. Trademark Registration No. 858,248, registered October 8, 1968 for the mark CIP;
9. U.S. Trademark Registration No. 877,572, registered September 23, 1969 for the mark SUPER-STRAND;
10. U.S. Trademark Registration No. 877,573, registered September 23, 1969 for the mark MULTI-STRAND;
11. U.S. Trademark Registration No. 961,982, registered June 26, 1973 for the mark NULOK;
12. U.S. Trademark Registration No. 979,892, registered March 5, 1974 for the mark STRIKON;

13. U.S. Trademark Registration No. 1,450,821, registered August 4, 1987 for the mark WE CAN HANDLE ANYTHING;
14. U.S. Trademark Registration No. 1,451,319, registered August 4, 1987 for the mark WE CAN HANDLE ANYTHING;
15. U.S. Trademark Registration No. 1,581,084, registered February 6, 1990 for the mark DYNAMIC...INNOVATIVE...RESPONSIVE THAT'S WHAT MAKES NUPLA BETTER THAN THE "STONE AGE" COMPETITION!;
16. U.S. Trademark Registration No. 1,585,335, registered March 6, 1990 for the mark NUPLA and Design;
17. U.S. Trademark Registration No. 1,609,594, registered August 14, 1990 for the mark Ee SERIES Logo;
18. U.S. Trademark Registration No. 1,771,128, registered May 18, 1993 for the mark TAURUS Logo;
19. U.S. Trademark Registration No. 1,791,304, registered September 7, 1993 for the mark TAURUS CLASSIC;
20. U.S. Trademark Registration No. 1,791,305, registered September 7, 1993 for the mark TAURUS SURVIVOR;
21. U.S. Trademark Registration No. 1,848,082, registered August 2, 1994 for the mark STRIKE PRO;
22. U.S. Trademark Registration No. 1,912,260, registered August 15, 1995 for the mark STRIKE FORCE;
23. U.S. Trademark Registration No. 1,916,002, registered September 5, 1995 for the mark POWER DRIVE;
24. U.S. Trademark Registration No. 1,956,871, registered February 13, 1996 for the mark PRO-TEC CLASSIC;
25. U.S. Trademark Registration No. 2,023,265, registered December 17, 1996 for the mark LIFETIME;

26. U.S. Trademark Registration No. 2,011,222, registered October 22, 1996 for the mark DRESS OF GOODS;
27. U.S. Trademark Registration No. 1,997,706, registered August 27, 1996 for the mark DRESS OF GOODS;
28. U.S. Trademark Registration No. 2,008,307, registered October 15, 1996 for the mark POWER PYLON;
29. U.S. Trademark Registration No. 2,134,941, registered February 3, 1998 for the mark MECH/LOC;
30. U.S. Trademark Registration No. 2,139,580, registered February 24, 1998 for the mark KEY/LOC;
31. U.S. Trademark Registration No. 2,236,169, registered March 30, 1999 for the mark MICRO-STRIKE;
32. U.S. Trademark Registration No. 2,416,592, registered December 26, 2000 for the mark SMART HAMMER;
33. U.S. Trademark Registration Serial No. 78/133,680, filed June 6, 2002 for the mark NUPLACAST;
34. Australian Trademark Registration No. 206832, registered December 12, 1966 for the mark NUPLA;
35. Australian Trademark Registration No. 551109, registered February 26, 1991 for the mark Ee SERIES;
36. Benelux Trademark Registration No. 368 708, registered August 21, 1980 for the mark POWER DRIVE;
37. Benelux Trademark Registration No. 304 411, registered May 11, 1971 for the mark NUPLA;
38. Benelux Trademark Registration No. 494 913, registered January 11, 1991 for the mark Ee SERIES;

39. Canadian Trademark Registration No. 156,839, registered May 17, 1968 for the mark NUPLA;
40. Canadian Trademark Registration No. 152,266, registered July 28, 1967 for the mark NUPLAFLEX;
41. Canadian Trademark Registration No. 152,667, registered August 18, 1967 for the mark NUPLAGLAS;
42. CTM Trademark Registration No. 20446, registered January 5, 1998 for the mark POWER PYLON;
43. CTM Trademark Registration No. 273631, registered October 13, 1998 for the mark MECH/LOC;
44. CTM Trademark Registration No. 826024, registered September 17, 1999 for the mark MICRO-STRIKE;
45. Finnish Trademark Registration No. 126.789, registered June 21, 1993 for the mark Ee SERIES;
46. Finnish Trademark Registration No. 125.895, registered March 22, 1993 for the mark CUSH-N-GRIP;
47. French Trademark Registration No. 1 380 632, registered December 9, 1975 for the mark NUPLA;
48. French Trademark Registration No. 1 679 436, registered September 14, 1990 for the mark POWER DRIVE;
49. French Trademark Registration No. 1 658 804, registered January 10, 1991 for the mark Ee SERIES;
50. Great Britain Trademark Registration No. 901,291, registered November 14, 1966 for the mark NUPLA;
51. Great Britain Trademark Registration No. 1,135,125, registered June 11, 1980 for the mark NUPLA;



52. Great Britain Trademark Registration No. 1,444,360, registered October 15, 1990 for the mark Ee SERIES;
53. Great Britain Trademark Registration No. 1,451,329, registered October 9, 1990 for the mark LOCSTUD;
54. Great Britain Trademark Registration No. 1,451,334, registered December 28, 1990 for the mark STUDLOC;
55. Norwegian Trademark Registration No. 108.107, registered April 15, 1981 for the mark NUPLA;
56. Norwegian Trademark Registration No. 157284, registered June 24, 1993 for the mark Ee SERIES;
57. Norwegian Trademark Registration No. 155.605, registered March 11, 1993 for the mark CUSH-N-GRIP;
58. Swedish Trademark Registration No. 120.058, registered June 16, 1967 for the mark NUPLA;
59. Swiss Trademark Registration No. 309.464, registered December 1, 1980 for the mark POWER DRIVE;
60. Swiss Trademark Registration No. 348.927, registered November 21, 1986 for the mark NUPLA;
61. Swiss Trademark Registration No. 392.237, registered August 20, 1991 for the mark Ee SERIES;
62. Swiss Trademark Registration No. 392.330, registered August 20, 1991 for the mark CUSH-N-GRIP;
63. West German Trademark Registration No. 839.611, registered November 28, 1967 for the mark NUPLA