



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): Saw-Tech Industries, Inc. 12-30-02 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No 3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 12/5/2002

2. Name and address of receiving party(ies) Name: Country Home Products, Inc. Internal Address: P.O. Box 50 Street Address: Meigs Road City: Vergennes State: VT Zip: 05498 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Vermont [] 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) B. Trademark Registration No.(s) 1,475,633; 1,437,757; 1,437,756; 1,437,755 Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41) \$ 160.00 [x] Enclosed [x] Authorized to be charged to deposit account in the enclosed fees to deposit account. 8. Deposit account number: 04-1588

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Morgan S. Heller II Internal Address: Downs Rachlin Martin PLLC P.O. Box 190 Burlington, VT 05402-0190 Street Address: 199 Main Street City: Burlington State: VT Zip: 05401

9. Signature: Morgan S. Heller II [Signature] 12/23/02 Date [] 3 Total number of pages including cover sheet, attachments, and document: 3

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Total number of pages including cover sheet, attachments, and document: 3

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

Refund Ref: 01/03/2003 DB/RNE 0000123360

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of December 5, 2002 (the "Effective Date") between Saw-Tech Industries, Inc., an Oklahoma corporation with its principal place of business in Oklahoma City, Oklahoma ("Assignor"), and Country Home Products, Inc., a Vermont corporation with its principal place of business in Vergennes, Vermont ("Assignee").

WHEREAS, pursuant to a certain Asset Purchase Agreement dated December 5, 2002, among Assignor, Assignee, LeBever Co. and Jack G. Walden (the "Purchase Agreement"), Assignor has agreed to assign to Assignee its entire right, title and interest in and to the trademarks and trademark registrations set forth below (collectively, the "Marks"), and the goodwill of the business associated with the Marks;

<u>U.S. Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
1,475,633	BEAVER BLADE	Feb. 9, 1988
1,437,757	ST (and design)	Apr. 28, 1987
1,437,756	(Design only)	Apr. 28, 1987
1,437,755	BEAVER TEETH PAK	Apr. 28, 1987

NOW THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee its entire right, title and interest in and to the Marks together with the goodwill of the business associated with the Marks, include all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for

the use and enjoyment of its successors, assigns or other legal representatives. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to register trademarks, to record Assignee as the assignee and owner of the Marks.

Assignor hereby represents and warrants that the Marks are free and clear of any liens and encumbrances and that the Assignor has not executed and will not execute any agreement of other instrument in conflict herewith.

Assignor hereby covenants and agrees that it shall cease and refrain from all use of the Marks in all countries of the World as of the Effective Date.

In testimony whereof, the undersigned has caused this Assignment to be signed by a duly authorized officer thereof this 5th day of December, 2002.

SAW-TECH INDUSTRIES, INC.

By: [Signature]
Name: JACK WALDEN
Title: President
Date: 12/5/02

State of Oklahoma
County of Oklahoma

On this 5 day of December, 2002, personally appeared Jack Walden to me personally known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same of his own free act and deed.

[Signature]
Notary Public
My Commission Expires: 1-11-04

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