


01-16-2003


Docket No.:
KGTM-487

Tab settings 
To the Honorable Commissioner of Patents

102340212

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Kennametal Inc.

1-13-03

- Individual(s)
- General Partnership
- Corporation-State **Pennsylvania**
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: **January 7, 2003**

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

Name: **South Deerfield Industrial, Inc.**

Internal Address:

Street Address: **5 Industrial Way**

City: **Deerfield** State: **MA** ZIP: **01373**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Massachusetts**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

78/090,684

Additional numbers

B. Trademark Registration No.(s)

Yes No

FINANCE SECTION
JAN 13 AM 10:22

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

Name: **Kennametal Inc.**

Internal Address: **Larry R. Meenan, Esq.**

Street Address: **1600 Technology Way**

City: **Latrobe** State: **PA** ZIP: **15650**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **540.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0508

01/15/2003 BTOM11 00000087 110508 78090684

DO NOT USE THIS SPACE

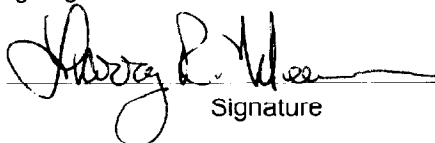
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9. Statement and signature.

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.

Larry R. Meenan

Name of Person Signing



Signature

January 7, 2003

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

REEL: 002649 FRAME: 0991

TRADEMARK ASSIGNMENT

WHEREAS, Kennametal Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 1600 Technology Way, Latrobe, PA 15650-0231 ("Assignor"), has adopted one or more of the Marks set forth in Schedule A hereof which Assignor has used in various countries throughout the world including the United States; and

WHEREAS, South Deerfield Industrial, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with its principal place of business at 5 Industrial Way, Deerfield, MA 01373 ("Assignee"), desires to acquire the Marks and the goodwill of the business associate with the Marks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor confirms that it heretofore has and/or hereby does contribute, assign, transfer, convey and set over to the Assignee its entire right, title and interest in and to the Marks and all applications and registrations for the Marks set forth in SCHEDULE A hereof, together with the goodwill of the business symbolized by the Marks, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of the Marks, the same to be held and enjoyed by the Assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement and defense of the Marks and applications and registrations thereof without charge to the Assignee, its

successors, legal representatives and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents and representatives in connection with the foregoing actions.

KENNAMETAL INC.

By David W. Greenfield
David W. Greenfield
Vice President, Secretary
and General Counsel

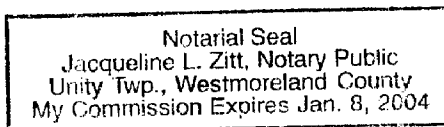
Date: January 7, 2003

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WESTMORELAND)

SUBSCRIBED and SWORN to before me this 7th day of January 2003.

Jacqueline L. Zitt
Notary Public

NOTARIAL
SEAL



Member, Pennsylvania Association of Notaries

MARK: **XTREME**

<u>Country</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Date Issued</u>
United States	78/090684	October 29, 2001		
Canada	1122576	November 19, 2001		