

FORM PTO-1618A



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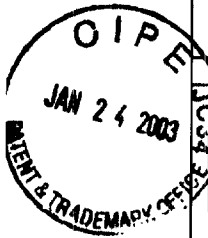
U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

Patent and Trademark Office

102350752

To the Honorable Commissioner of Patents and Trademarks, please return the attached original document or copy thereof.



1-24-03

Submission Type
 New
 Resubmission (Non-Recordation)
 Document ID # _____
 Correction of PTO Error
 Reel # _____ Frame # _____
 Corrective Document
 Reel # _____ Frame # _____

2. Name of Conveying Party(ies):
MACNEILL ENGINEERING COMPANY, INC.
289 ELM STREET
P.O. BOX 735
MARLBOROUGH, MA 01752

3. Name and Address of Receiving Party(ies):
 Name: **CLEATS, LLC**
 Street Address: **289 ELM STREET, P.O. BOX 735**
 City: **MARLBOROUGH**
 State: **MA** Zip: **01752**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **MASSACHUSETTS LIMITED LIABILITY COMPANY**

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

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

Additional Name(s) of conveying attached? Yes No

4. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Effective Date: **JANUARY 10, 2003**

5. Application number(s) or registration number(s):

A. Trademark Applicant No.(s)
76/073,206

B. Trademark Registration No.(s)

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136
JACOBSON HOLMAN
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. **T31791US0**

7. Number of applications and registrations involved: **1**

8. Total fee (37 CFR 3.41)..... \$ **40**
 Enclosed
 Any deficiencies in enclosed fees are authorized to be charged to account **06-1358**

01/28/2003 TIAZ1 00000149 76073206
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DO NOT USE THIS SPACE

10. 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.

Simor L. Moskowitz **January 24, 2003**
 Name of Person Signing Signature Date

Total number of pages excluding cover sheet: **3**

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this date between MACNEILL ENGINEERING COMPANY, INC., a Massachusetts corporation, whose principal place of business is 289 Elm Street, P.O. Box 735, Marlborough, Massachusetts 01752 (hereinafter referred to as "Assignor"), and CLEATS LLC, a limited liability company, organized and existing under the laws of Massachusetts, whose principal place of business is 289 Elm Street, P.O. Box 735, Marlborough, Massachusetts (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted, used and is using, and is the owner of the trademark SCORPION SPIKES and the U.S. and foreign registrations and applications therefor, as set forth in attached Schedule A (hereinafter referred to as the "ASSIGNED TRADEMARK"); and

WHEREAS, Assignee intends to succeed to the ongoing and existing businesses of Assignor to which the mark pertains, and Assignee is desirous of acquiring the entire right, title and interest in and to the ASSIGNED TRADEMARK, and the listed registrations and applications, together with the goodwill of the business pertaining thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, the entire right, title and interest in and to the ASSIGNED TRADEMARK, and the listed U.S. and foreign registrations and applications therefor, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims and damages by reason of past infringement of the ASSIGNED TRADEMARK with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, Assignor has caused its name to be assigned and its seal to be affixed, by its duly authorized officer, this 10th day of January, 2003.

MACNEILL ENGINEERING COMPANY, INC.

By: Jeffery M. Dow COO

[SEAL]

State of Massachusetts)
County of Worcester) ss

On this 10th day of January, 2003 before me personally appeared Jeffery M. Dow COO who, being by me duly sworn, deposes and says that he is the COO of MACNEILL ENGINEERING COMPANY, INC., the corporation described in and which executed the foregoing Assignment; that he knows the seal of said corporation, that the seal affixed thereto is such seal and was affixed thereto by authority of the Board of Directors; and that he signed said instrument on behalf of said corporation by like authority.

Ronald E. Crayon
Notary Public

My commission expires: NOVEMBER 19, 2004

[SEAL]

ACKNOWLEDGED AND ACCEPTED:

CLEATS LLC

By: Ann Marie Neil managing member

Date: January 13, 2003

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EXHIBIT A

<u>SCORPION SPIKES</u>	<u>Our Ref:</u>	<u>Filed:</u>	<u>Appln. No.</u>	<u>Status</u>
Australia	T31791AU0	12/18/00	860888	Pending
Canada	T31791CA0	12/18/00	1086708	Pending
European Community	T31791EU0	12/18/00	2003945	Pending
Japan	T31791JP0	12/18/00	135789/2000	Pending
United States	T31791US0	6/19/00	76/073,206	Pending
Hong Kong	T31791HK0	12/19/00	27386	Abandoned