

03-21-2003



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

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

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Tab settings

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

1. Name of conveying party(ies): The Stanley Works

3.18.03

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/18/96

2. Name and address of receiving party(ies)

Name: BPB Marco, Inc.

Internal

Address:

Street Address: 3105 Industrial Street

City: Junction City State: KS Zip: 66441

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

OFFICE OF PUBLIC RECORDS 2003 MAR 13 PM 3:23 FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1562844

Additional number(s) attached Yes No

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

Name: Ladas & Parry

Internal Address: John E. McKie

Street Address: 224 S. Michigan Avenue

City: Chicago State: IL Zip: 60604

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

01/20/2003 DBYRNE 00000038 1562844

01 FC:8 21 John E. McKie 40.00 DP

Name of Person Signing

Signature

03/13/03

Date

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

TRADEMARK REEL: 002695 FRAME: 0636

**PATENT AND TRADEMARK ASSIGNMENT**

THIS PATENT AND TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 18<sup>th</sup> day of October, 1996, by and between The Stanley Works ("Assignor") and BPB Marco, Inc. ("Assignee").

**RECITALS**

**WHEREAS**, Assignor and Westroc Industries Limited ("Westroc") have entered into that certain Asset Purchase Agreement dated as of September 30, 1996 (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to sell and Westroc or its designee has agreed to purchase certain assets of Assignor subject to the terms and conditions set forth in the Asset Purchase Agreement; and

**WHEREAS**, Westroc has assigned its rights under the Asset Purchase Agreement to Assignee; and

**WHEREAS**, Assignor is the owner of those trademarks set forth on Schedule A (the "Trademarks") and the goodwill of the business associated with the Trademarks, and is the owner of the patents listed on Schedule B (the "Patents"), and Assignor desires to assign to Assignee, and Assignee desires to acquire, Assignor's right, title and interest in the Trademarks and the Patents, together with the goodwill of the ~~"Business" (as defined in the Asset Purchase Agreement)~~;

*business associated therewith*

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Trademarks and the Patents, together with the goodwill of the ~~Business~~, and all registrations and applications therefor, including any renewals and extensions of the registrations and applications that are or may be secured under the laws of the United States, for Assignee's use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties, damages or payments due or payable as of the date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks or the Patents, with the right to sue for 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.

The terms of the Asset Purchase Agreement are incorporated herein by reference. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

THE STANLEY WORKS

By Paul M. Russo  
Its V.P. STRATEGY & DEVELOPMENT

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**SCHEDULE A**  
**TRADEMARKS**

1. Common law--any derivative of the trademark, service mark or trade name Marco, including without limitation Marco Joint Tape and Marco Paper Products.

2. Registered--No. 1562844--Registered 10/24/89--"Spark-Perf".

3. [Additional Trademark added to Schedule A]

**SCHEDULE B**  
**PATENTS**

1. No. 4355771--Registered 10/26/82--"Transfer mechanism in winding of stock material".
2. No. 4391415--Registered 7/5/83--"Facilitating the Exchange of a Finished Package with a New Core".