

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MACNEILL ENGINEERING COMPANY, INC.		08/05/2003	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	CLEATS LLC
Street Address:	P.O. Box 1022
City:	Marlborough
State/Country:	MASSACHUSETTS
Postal Code:	01752
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76073206	SCORPIONSPIKES

CORRESPONDENCE DATA

Fax Number: (617)443-0004
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-443-9292
Email: Trademarks@bromsun.com
Correspondent Name: Brian M. Donovan
Address Line 1: 125 Summer Street
Address Line 4: Boston, MASSACHUSETTS 02110-1618

ATTORNEY DOCKET NUMBER:	430A/281 US
NAME OF SUBMITTER:	Brian M. Donovan

Total Attachments: 7
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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment") is made by and between MACNEILL ENGINEERING COMPANY, INC., a corporation organized under the laws of Massachusetts, with its principal place of business at 289 Elm Street, P.O. Box 735, Marlborough, Massachusetts 01752 (the "Assignor"), and CLEATS LLC, a limited liability company organized under the laws of Delaware, with its principal place of business at P.O. Box 1022, Marlborough, Massachusetts 01752 (the "Assignee").

In consideration of the value received and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Background. On or about January 13, 2003, Assignor assigned, as evidenced by a trademark assignment attached hereto, the trademark SCORPIONSPIKES and all formatives of the mark SCORPIONSPIKES, namely, all marks comprised of or containing the mark, including, but not limited to the mark in all colors, styles, fonts, combinations of upper and lower case letters, combinations of one and multi-word formatives, all common law rights therein, and the following trademark applications:

- U.S. Trademark Application Serial Number 76/073,206,
- Australian Trademark Application Number 860888 and all divisionals thereof, including but not limited to, Australian Trademark Application Number 947670,
- Canadian Trademark Application Number 1086708,
- CTM Application Number 2003945,
- Japanese Trademark Application Number 135789/2000, and
- Hong Kong Trademark Application Number 27386,

together with the goodwill associated therewith, (the "Trademark"), to the Assignee. Assignor now confirms its assignment of the Trademark to Assignee and Assignee confirms that it accepted such assignment on the terms and conditions set forth in this Assignment.

2. Grant. Assignor has sold, assigned, and transferred, to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademark, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademark. If Assignor's prior assignment is, for any reason, ineffective, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademark, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademark.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademark and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademark.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be executed on the date stated below.

MACNEILL ENGINEERING COMPANY, INC.

By: Jeffrey M. Dow
Name: _____
Title: C.O.O.

Date: Aug 5, 2003

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS
COUNTY OF WORCESTER

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5th day of AUGUST, 2003, Jeffrey M. Dow personally appeared and who being by me duly sworn, deposes and says that he is the C.O.O. of MACNEILL ENGINEERING COMPANY, INC. and that he/she is authorized to sign and has signed the foregoing instrument as such C.O.O. and that he/she acknowledges such signing to be the free act and deed of MACNEILL ENGINEERING COMPANY, INC.

Debra J. Turcotte
Notary Public **DEBRA J. TURCOTTE**
Notary Public
My Commission Expires Dec. 24, 2004

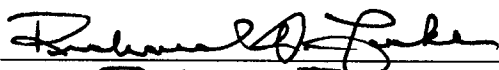
Print or Stamp Name of Notary

My Commission Expires

DECLARATION OF ACCEPTANCE

The above named Assignee, CLEATS LLC, hereby declares that with effect from the 13th day of January, 2003, it accepts the Trademark, including all goodwill of the business symbolized by such Trademark including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, MACNEILL ENGINEERING COMPANY, INC., pursuant to the foregoing Confirmatory Trademark Assignment.

CLEATS LLC

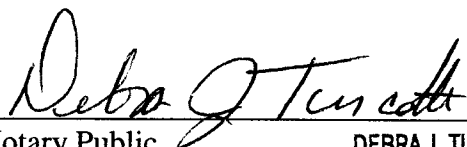
By: 
Name: Richard J. Locke
Title: Ch. of Finance

Date: 8/5, 2003

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS
COUNTY OF WORCESTER

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5th day of AUGUST, 2003, RICHARD J. LOCKE personally appeared and who being by me duly sworn, deposes and says that he is the C.F.O. of CLEATS LLC and that he/she is authorized to sign and has signed the foregoing instrument as such C.F.O. and that he/she acknowledges such signing to be the free act and deed of CLEATS LLC.


Notary Public **DEBRA J. TURCOTTE**
Notary Public
My Commission Expires Dec. 24, 2004

Print or Stamp Name of Notary

My Commission Expires

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, 2008.

MACNEILL ENGINEERING COMPANY, INC.

By: Jeffrey M. Dow COO

[SEAL]

State of Massachusetts)
County of Worcester) ss

On this 10th day of January, 2008, before me personally appeared Jeffrey M. Dow 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. Cragan
Notary Public

My commission expires: November 19, 2004

[SEAL]

ACKNOWLEDGED AND ACCEPTED:

CLEATS LLC

By: Henry Macneill managing member

Date: January 13, 2008

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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