

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		NUNC PRO TUNC ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Distributions Synergies, Inc.		12/21/2002	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shakespeare Company, LLC		
<b>Street Address:</b>	6111 Shakespeare Road		
<b>City:</b>	Columbia		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29223		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2591390	ATTACH-A-TOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(330)376-9646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3303761242		
<b>Email:</b>	rlskoglund@rennerkenner.com		
<b>Correspondent Name:</b>	Rodney L. Skoglund		
<b>Address Line 1:</b>	4th Floor, First National Tower		
<b>Address Line 4:</b>	Akron, OHIO 44308		
<b>ATTORNEY DOCKET NUMBER:</b>	SHM.T.US0022		
<b>NAME OF SUBMITTER:</b>	Rodney L. Skoglund		
<b>Total Attachments: 2</b>			
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## TRADEMARK TRANSFER AGREEMENT

This Trademark Transfer Agreement ("Agreement") is made, *nunc pro tunc*, as of the 21<sup>st</sup> day of December, 2002 by and between Distributions Synergies, Inc. a corporation of the State of Georgia, having a place of business at 1111 Alderman Drive, Suite 210, Alpharetta, GA 30005 (hereinafter "DSI") and Shakespeare Company, LLC, a corporation of the State of Delaware, having a place of business at 6111 Shakespeare Road, Columbia, SC 29223 (hereinafter "Shakespeare").

WHEREAS, DSI is the owner of the entire right, title and interest in U.S. Trademark Registration No. 2,591,390 for the mark "ATTACH-A-TOOL" as used in connection with "powered cutting tools, namely rotary glass cutting blades" in International Class 7, (hereinafter "the Trademark");

WHEREAS, DSI desires to transfer to Shakespeare all of its rights, title and interest in and to the Trademark as well as all the goodwill associated therewith; and

WHEREAS, Shakespeare desires to accept the Trademark and has a *bona fide* intention to use or to continue to use the Trademark in commerce on or in connection with the above-identified goods;

NOW, THEREFORE, in consideration of monies previously received, the sufficiency of which is hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

- 1.0 DSI hereby transfers, assigns and conveys to Shakespeare, its successors and assigns, as of the date first written hereinabove, all of DSI's right, title and interest (including all rights conferred by the registration thereof) in and to the Trademark, together with any and all goodwill of the business associated therewith, attaching to and symbolized by the Trademark.
- 2.0 DSI further conveys to Shakespeare all of its rights to bring proceedings in the courts or in the U.S. Patent and Trademark Office and seek remedies for any infringement of the Trademark which may have occurred prior to the date hereof.
- 3.0 To the extent any rights exist, DSI conveys to Shakespeare all rights, title and interest in or to the Trademark existing at common law by virtue of its use thereof and all of its rights to institute and maintain proceedings for Lanham Act violation(s) by and against any person or entity now or hereinafter wrongfully using any of the Trademark.
- 4.0 Except as otherwise provided in any instrument of conveyance, the parties hereby agree that the Trademark and goodwill associated therewith is being transferred AS IS and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER,

WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 5.0 At the request and cost of Shakespeare, DSI shall execute any and all further documents, forms or authorizations and depose or swear any declarations or oaths as may be necessary or required by the U.S. Patent and Trademark Office for providing full right, title and interest in and to any registration of the Trademark in favor of Shakespeare.
- 6.0 If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.
- 7.0 This Agreement shall be governed by the substantive laws of the State of South Carolina.
- 8.0 Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 9.0 This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instruction making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative.

DISTRIBUTIONS SYNERGIES, INC.

By:

Name: Joseph E. Price  
Title: PRESIDENT

SHAKESPEARE COMPANY, LLC

By:

Name: Barry D. Johns  
Title: VICE PRESIDENT & GENERAL MANAGER

File No. SHM.T.US0022