

8/11/03

R
T

08-29-2003



Docket No.:

LEVI.600

Tab settings

102537926

attached original documents or copy thereof.

To the Director of the United States Patent and Ti

1. Name of conveying party(ies):

DANE SCARBOROUGH

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 17 JULY 2003

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

Name: IRWIN INDUSTRIAL TOOL COMPANY

Internal Address: 8936 N. POINT EXECUTIVE DR.

Street Address: SUITE 250

City: HUNTERSVILLE State: NC ZIP: 28078

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

~~76/373,181~~
76/373,184
75/766,409

Additional numbers

B. Trademark Registration No.(s)

2,450,281 2,224,485

Yes No

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

Name: FRANK J. DYKAS

Internal Address: DYKAS, SHAVER & NIPPER, LLP

P.O. BOX 877

Street Address:

City: BOISE State: ID ZIP: 83701

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

5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:



08/28/2003 BYRNE 0000057 76373181

DO NOT USE THIS SPACE

08-11-2003

01 FC:8521 40.00 DP
02 FC:8522 100.00 DP

U.S. Patent & TMOc/TM Mail Rcpt Dt. #66

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.

FRANK J. DYKAS

Name of Person Signing

Signature

AUGUST 8, 2003

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 002813 FRAME: 0338

Bill of Sale and Assignment

This BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is executed and delivered this 17th day of July, 2003 by LEVELUTION, LLC, an Idaho limited liability company ("Levelution"), having offices at 731 First Avenue North, Hailey, Idaho 83333 (Facsimile No. 208-788-7590), DANE SCARBOROUGH ("Scarborough"), whose address is at 731 First Avenue North, Hailey, Idaho 83333 (Facsimile No. 208-788-7590) (Levelution, together with Scarborough, "Sellers"), and IRWIN INDUSTRIAL TOOL COMPANY, a Delaware corporation ("Purchaser"), having offices at 8936 North Point Executive Drive, Suite 250, Huntersville, North Carolina 28078 (Facsimile No. 704-987-4340).

WHEREAS, Sellers and Purchaser have entered into a Purchase Agreement dated July ____, 2003 (the "Agreement") providing for the transfer and sale to Purchaser of all of the Assets, but excluding the Excluded Assets, all as more fully described in the Agreement, for consideration in the amount and on the terms and conditions provided in the Agreement. All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement; and

WHEREAS, all of the conditions precedent provided in the Agreement have been met and performed by the parties thereto, and the parties now desire to carry out the intent and purpose of the Agreement by the Sellers' execution and delivery to the Purchaser of the instrument evidencing the transfer and sale to the Purchaser of the Assets of Sellers hereinafter described.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. In consideration of the premises and other valuable consideration paid and to be paid by Purchaser to Sellers, the receipt and sufficiency of which by Sellers is hereby acknowledged, Sellers have sold, transferred and assigned, conveyed and delivered and by this Bill of Sale does sell, assign, transfer, convey and deliver to Purchaser, all of their right, title and interest in and to the Assets, excluding the Excluded Assets, but including the patents, patent applications, and trademarks set forth in Schedule I, to have and to hold by Purchaser, its successors and assigns, to and for their use forever.

Section 2. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, corporation other than Purchaser any remedy or claim under or by reason of this instrument or any terms, covenants or conditions thereof, and all the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of Purchaser.

Section 3. Sellers hereby irrevocably makes, constitutes and appoints Purchaser the true and lawful attorney of Sellers, with full power of substitution, for and in the name and stead of Sellers but on behalf and for the benefit of Purchaser, to demand and receive from time to time any and all assets, property and rights, of every kind and description and wherever located, constituting any of the Assets, and to give receipts and releases for and in respect of the same and any part thereof.

Section 4. The provisions of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 5. This Bill of Sale shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois (without reference to the choice of law provisions of Illinois law).

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale and Assignment to be signed by an authorized person on the date first above written.

LEVELUTION, LLC

DANE SCARBOROUGH

By: [Signature]
Name: DANE SCARBOROUGH
Title: MEMBER MANAGER

[Signature]

STATE OF Idaho)
COUNTY OF Blaine) SS

STATE OF Idaho)
COUNTY OF Blaine) SS

On this 17th day of July, 2003, Dane Scarborough, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Managers of said limited liability company

On this 17th day of July, 2003, DANE SCARBOROUGH, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that he signed and delivered the foregoing instrument as a free and voluntary act.

SUBSCRIBED and SWORN TO before me this 17th day of July 2003

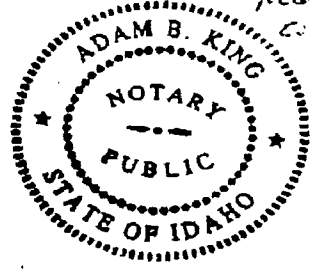
SUBSCRIBED and SWORN TO before me this 17th day of July 2003

[Signature]
Notary Public

[Signature]
Notary Public

RESIDENCE AT: HAILEY
COMM. EXP. 10/14/03

RESIDENCE AT: HAILEY
COMM. EXP. 10/14/03



EXECUTION COPY

SCHEDULE 1List of PatentsLevel Patents

<u>Country</u>	<u>Registration No.</u>	<u>Date</u>	<u>Title</u>
USA	5,433,011		Combination interlocking segmented level
USA	5,832,618		Combination level and T-square
USA	5,992,033		Shock absorbing, easily calibrated vial system for a carpenter's level
USA	6,176,020		Anti-thermal expansion vial mounting system
USA	6,196,758		Tool having an accessory receiver
USA	6,173,502		Magnetically engagable level sensing apparatus and standoff

Tape Patents

<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
USA	10/197,050	07/15/02	Tape measure that incorporates a directional marking device
USA	10/196,984	07/15/02	Dual based tape measure
PCT	PCT/US02/36569	11/12/02	Tape measure
USA	10/195,945	07/15/02	Improved tape measure that incorporates a marking device
USA	10/195,924	07/15/02	Tape measure that incorporates a marking device

List of Trademarks

LEVELUTION: Registration #2,224,485

Trademark of the Color Fluorescent Red Orange for Box Beam Levels: Registration #2,450,281

NEXT: Notice of Allowance dated January 21st, 2003. Application #76-373,181

UNLEADED MEASURING: Notice of Allowance dated January 28th, 2003. Application #76-373,184

WEAPONS OF MASS CONSTRUCTION: Notice of Allowance dated January 13th, 2003. Application #75-766,409

32498.0004 712246.1