

10-17-2003  
102576882

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

1. Name of conveying party(ies):  
Sunex International, Inc.

10-14-03

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Professional Tool Products LLC

Internal Address: \_\_\_\_\_

Street Address: 315 Hawkins Road

City: Greenville State: SC Zip: 29690

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

OFFICE OF PATENT RECORDS  
2003 OCT 14 AM 10:00  
FINANCE SECTION

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

A. Trademark Application No.(s) 76/354,201

B. Trademark Registration No.(s) 2,051,350; 2,155,843;  
2,386,482; 2,400,447; 2,730,332; 2,759,672

Additional number(s) attached  Yes  No

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

Name: Todd Highsmith

Internal Address: \_\_\_\_\_

Street Address: Post Office Box 3664

City: Greenville State: SC Zip: 29608

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

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

J. Todd Highsmith  
Name of Person Signing

*[Signature]*  
Signature

9/29/03  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

10/16/2003 8TON11 00000136 76354201  
01 FC:8521  
02 FC:8522

**ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT is effective as of the 29<sup>th</sup> day of September 2003, between Sunex International, Inc., a South Carolina corporation ("Assignor"), and Professional Tool Products LLC, a South Carolina limited liability company ("Assignee").

**BACKGROUND**

1. Assignor has adopted and used, is using and is owner of certain trade names, trademarks, and service marks, some with registrations or applications for registration thereof, as are more particularly listed on Schedule A attached hereto (collectively, the "Trademarks").
2. Assignor desires to assign, transfer and convey all right, title and interest in the Trademarks to Assignee.
3. Assignee desires to obtain from Assignor an assignment of all right, title and interest in the Trademarks and to assume all liabilities and obligations in connection therewith, except as otherwise agreed in writing.

**AGREEMENT**

NOW, THEREFORE, in consideration of One Thousand Dollars (\$1,000.00), the mutual promises and covenants made herein, and other good and valuable consideration the parties hereto, intending to be legally bound, hereby agree as follows:

- (A) Assignor hereby assigns, transfers and conveys unto Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, including without limitation all goodwill of the business symbolized by the Trademarks and all applicable registrations and applications for registration thereof to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment Agreement not been made.
- (B) Assignor agrees to take whatever further action is deemed necessary or appropriate by Assignee to properly and completely effect the transfer to Assignee of the Trademarks and to establish full custody of such Trademarks by Assignee.
- (C) This Assignment Agreement shall be governed by laws of the State of South Carolina without regard to the conflicts of law's rules contained therein.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers have executed this Assignment Agreement.

Attest:

By: [Signature]  
 Name: J. Todd Hightsmire  
 Title: Treasurer

SUNEX INTERNATIONAL, INC.

By: [Signature]  
 Name: Fitch Huldgen  
 Title: President

Attest:

By: [Signature]  
 Name: J. Todd Hightsmire  
 Title: Treasurer

PROFESSIONAL TOOL PRODUCTS LLC

By: [Signature]  
 Name: MARY HUGUET  
 Title: President

**SCHEDULE A**

| <b>TRADEMARK:</b> | <b>REG. NUMBER / SERIAL NUMBER:</b> |
|-------------------|-------------------------------------|
| ECONO-KOAT        | 2,051,350                           |
| RED LINE          | 2,155,843                           |
| THE BEAST         | 2,386,482                           |
| RED LINE          | 2,400,447                           |
| MIGHTY MICROBE    | 2,730,332                           |
| SON OF THE BEAST  | 2,759,672                           |
| THE BLUE MONSTER  | 76/354,201                          |

All common law rights in the Trademarks set forth in this Schedule.


STATE OF SOUTH CAROLINA )

ACKNOWLEDGEMENT

COUNTY OF GRENVILLE )

On the 29 day of September, 2003, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Rich Halden, who acknowledged himself to be the President of Sunex International, Inc., a South Carolina corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
NOTARY PUBLIC  
My Term Expires: 12-1-2005

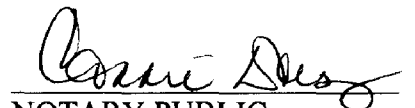
STATE OF SOUTH CAROLINA )

ACKNOWLEDGEMENT

COUNTY OF GRENVILLE )

On the 29 day of September, 2003, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Marty Hisset, who acknowledged himself to be the President of Professional Tool Products LLC, a South Carolina limited liability company, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
NOTARY PUBLIC  
My Term Expires: 12-1-2005