

11-14-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Elco Textron Inc.

11-12-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Incorporated in Delaware
- 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: 10/31/2003

2. Name and address of receiving party(ies)

Name: Nu-Puttie Corporation

Internal Address: P.O. Box 645

Street Address: _____
City: Maywood State: IL Zip: 60153

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,805,294

Additional number(s) attached Yes No

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

Name: Mary Catherine Merz, Esq.

Internal Address: Merz & Associates, P.C.
Suite 304

Street Address: 1140 Lake Street

City: Oak Park State: IL Zip: 60301-1051

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:

50-0277

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DP/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Mary Catherine Merz
Name of Person Signing

Mary Catherine Merz
Signature

11/05/2003
Date

Total number of pages including cover sheet, attachments, and document: 3

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

11/13/2003 6TON11 00000023 1805294

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40.00 DP

TRADEMARK
REEL: 002863 FRAME: 0517

Assignment of Trademark

This Assignment of Trademark ("Assignment") is by and between Elco Textron Inc., a corporation existing and organized under the laws of Delaware ("Assignor"), and Nu-Puttie Corporation, a corporation existing and organized under the laws of Illinois ("Assignee").

WHEREAS, Assignor has adopted, owns and is using in its business the trademarks "BLAZE BLOCK" and "BLAZE BLOCK Stylized", which has registered for the United States under Registration No. 1,805,294 ("the Trademark"); and

WHEREAS, Assignee is desirous of using the Trademark and acquiring the entire right, title and interest thereto, and the goodwill of the business symbolized thereby; and

WHEREAS, the parties had entered into a Joint Venture Agreement, dated June 1, 1992 which requires Assignee to pay royalties to Assignor in the event that Assignee desires to continue sales of certain products covered under the Joint Venture Agreement; and


WHEREAS, Assignee has invoiced Assignor the sum of Two Thousand Seven Hundred Eighty Four Dollars and Eighty Cents (\$2,784.80 U.S.) on Invoice Number 24, dated August 7, 2003 for 15,120 Elco Blaze Block tubes and Assignee is willing to cancel this amount from the invoice in exchange for Assignor waiving its right to collect royalty under the Joint Venture Agreement.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00 U.S.) and other good and valuable consideration, including cancellation of the invoiced charges for Blaze Block tubes, the receipt and sufficiency of which are hereby expressly acknowledged:

1. Assignor hereby sells, assigns, conveys and transfers unto Assignee all right, title and interest in, to and under the Trademark together with (a) all associated common law rights, (b) the goodwill of the business symbolized thereby, and (c) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademark, as well as the right to seek any and all remedies available at law or in equity;
2. all said right, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

The date of this Agreement is either (a) the date that both parties signed this Agreement or (b) the last date on which one of the parties signed this Agreement.

ELCO TEXTRON INC.

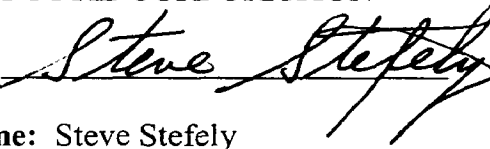
By: 

Name: John R. Clark

Date: October 29, 2003

Title: Executive Vice President,
General Counsel & Secretary

NU-PUTTIE CORPORATION

By: 

Name: Steve Stefely

Date: October 31st, 2003

Title: President