



Supplement to Doc. ID #102578596

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		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): Alterra Holdings Corporation, a Delaware corp. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: Pull'R Holdings LLC Internal Address: _____ Street Address: 9440 Chivers Avenue City: Sun Valley State: CA Zip: 91504 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other limited liability company _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 10/9/2003			4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/381841 B. Trademark Registration No.(s) See attached Exhibit A Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Peter Nealls Internal Address Kahn Kleinman 2600 Erieview Tower Street Address: 1301 East Ninth Street City: Cleveland State: OH Zip: 44114			6. Total number of applications and registrations involved: 18 7. Total fee (37 CFR 3.41) \$ N/A <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____		
DO NOT USE THIS SPACE					
9. Signature: Peter Nealls _____ 5/21/04 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 7					

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



SCHEDULE OF REGISTERED AND PENDING TRADEMARKS

TRADEMARK	GOODS	CTR	APPL NO.	APPL DATE	REG NO.	REG DATE	STATUS
BUCKET BOSS	Class 0: TOOL CARRIERS.	CA	701941	3/30/1992	418910	10/29/1993	REG
BUCKET BOSS	Class 8: TOOL APRONS, TOOL BELTS AND POUCHES AND TOOL HOLDERS MOUNTED ON TOOL BELTS; FABRIC TOOL ORGANIZERS, SOLD EMPTY. Class 9: KNEE PADS FOR WORKERS. Class 18: TOOL BAGS, SOLD EMPTY. Class 20: NON-METAL TRAYS FOR HOLDING HARDWARE, FASTENERS AND THE LIKE. Class 21: NON-METAL COVER FOR A PAIL WHICH ALLOWS THE PAIL AND COVER TO FUNCTION AS A SEAT	US	76/381841	3/14/2002			PEN
BUCKET BOSS	Class 8: TOOL POUCH WHICH FITS OVER A BUCKET.	US	74/011637	12/18/1989	1025661	12/4/1990	REG
BUCKET SEAT	Class 21: NON-METAL BUCKET COVER WHICH ALSO ALLOWS THE BUCKET TO FUNCTION AS A SEAT.	US	74/477260	1/7/1994	1927081	10/17/1995	REG
BUCKET STACKER	Class 8: TRAYS FOR HOLDING HARDWARE AND FASTENERS.	US	74/477258	1/7/1994	1925038	10/10/1995	REG
CHUTES	Class 8: SOFT DIVIDED POUCHES FOR HOLDING TOOLS, HARDWARE AND FASTENERS SOLD EMPTY.	US	74/411468	7/8/1993	1856553	10/4/1994	REG
CONTRACTOR'S BRIEFCASE	Class 18: ATTACHE-STYLE ALL PURPOSE CARRYING BAG.	US	74/491394	2/16/1994	1982513	3/12/1996	REG
DUCK WEAR	Class 8: TOOL POUCHES IN THE NATURE OF TOOL BELTS AND TOOL APRONS.	US	74/477488	9/1/1995	1953797	1/30/1996	REG
GATE MOUTH	Class 18: TOOL BAGS SOLD EMPTY.	US	75/375323	10/17/1997	2270291	8/17/1999	REG
GATEMOUTH GUNNER	Class 18: CANVAS BAGS INTENDED TO CONTAIN PNEUMATIC NAILERS, SOLD EMPTY.	US	75/374005	10/18/1997	2355740	8/6/2000	REG
HANDY BELT	Class 8: TOOL BELTS.	US	74/430271	8/25/1994	1888078	4/4/1995	REG
HANDYBOSS	Class 8: TOOL POUCH WHICH FITS OVER A BUCKET.	US	74/233789	12/23/1991	1801891	11/2/1993	REG
KNEE KEEPER	Class 9: KNEE PADS FOR WORKERS.	US	74/481939	11/12/1993	1918757	9/12/1995	REG
PARACHUTE BAG	Class 8: HOLDER FOR HARDWARE GOODS AND FASTENERS.	US	74/301841	8/8/1992	1774052	8/1/1993	REG
LIARS SUSPENDERS	Class 25: BRACES, NAMELY SUSPENDERS.	US	74/477257	1/7/1994	1872587	10-Jan-95	REG
POWER PAD	Class 9: PROTECTIVE CLOTHING, NAMELY KNEE PADS FOR GARDENING AND CONSTRUCTION USE.	US	74/408582	6/30/1993	1821556	26-Sep-95	REG
RIGGER'S BAG	Class 18: TOOL BAG SOLD EMPTY.	US	74/302947	8/25/1993	1794508	21-Sep-93	REG
BUCKETLESS BOSS	Class 18: TOOL BAGS SOLD EMPTY.	US	74/867555	4/27/1995	2100663	30-Sep-97	REG



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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): *10-15-03*
 Fiskars Brands, Inc., a Wisconsin corporation;
 Alterra Holdings Corporation, a Delaware corporation

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

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

2. Name and address of receiving party(ies)
 Name: Pull'R Holdings LLC
 Internal Address: _____
 Street Address: 9440 Chivers Avenue
 City: Sun Valley State: CA Zip: 91504

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: / /

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/381841
 B. Trademark Registration No.(s) _____
 See attached Exhibit A

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 18

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Peter Nealis
 Internal Address: Kahn Kleinman
 2600 Erieview Tower
 Street Address: 1301 East Ninth Street
 City: Cleveland State: OH Zip: 44114

7. Total fee (37 CFR 3.41).....\$ 720
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 LNWELLER 00000181 76381841
 Peter Nealis
 Name of Person Signing

[Signature]
 Signature
 10/14/03
 Date

Total number of pages including cover sheet, attachments, and document: 7

10/17/2003 01 FC1852 02 FC1852

Refund Ref: 10/17/2003 LNWELLER 0000131577

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

CHECK Refund Total: \$255.00

TRADEMARK REEL: 002864 FRAME: 0795

**ASSIGNMENT OF
INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY dated as of October 9, 2003, by FISKARS BRANDS, INC., a Wisconsin corporation ("Seller"), and ALTERRA HOLDINGS CORPORATION, a Delaware corporation and subsidiary of Seller ("Alterra," and together with Seller, "Assignors"), in favor of PULL'R HOLDINGS LLC, a Delaware limited liability company ("Purchaser"), is to evidence the following agreements and understandings. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of October 9, 2003, by and between Seller and Purchaser (the "Asset Purchase Agreement"), Seller (or its subsidiary, Alterra) agreed to sell to Purchaser, and Purchaser agreed to purchase, all of the Acquired Assets, including all Intellectual Property used principally in the conduct of the Business, including without limitation, as set forth on Schedule A hereto (the "Acquired Intellectual Property").

WHEREAS, Assignors desire to execute and deliver this instrument in furtherance of the Asset Purchase Agreement.

NOW, THEREFORE, Assignors, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, hereby convey, transfer, assign, and deliver to Purchaser the Acquired Intellectual Property free and clear of all claims, liabilities, liens and encumbrances, except as otherwise set forth in the Asset Purchase Agreement.

Assignors further agree to execute and deliver to Purchaser such further instruments of transfer as Purchaser may from time to time reasonably request in order to and vest in Purchaser all of the property hereby transferred.

This Assignment of Intellectual Property in no way defeats, limits, alters, impairs, enhances or enlarges any right, obligation, claim or remedy under the Asset Purchase Agreement, including, without limitation, any rights Seller, Alterra or Purchaser may have under the representations and warranties set forth in the Asset Purchase Agreement.

This Assignment of Intellectual Property and the covenants and agreements contained herein shall inure to the benefit of Purchaser and its successors and shall bind Assignors and their respective successors.

This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Assignors have caused this General Assignment of Intellectual Property to be duly executed and delivered as of the date and year first written above.

FISKARS BRANDS, INC.

By: William J. Denton
William J. Denton, President & CEO

By: Christian G. Steinmetz
Christian G. Steinmetz, Assistant Secretary

ALTERRA HOLDINGS CORPORATION

By: William J. Denton
William J. Denton, President & CEO

By: Christian G. Steinmetz
Christian G. Steinmetz, Assistant Secretary

SCHEDULE A

BUCKET BOSS COMMON LAW TRADEMARKS

THE ULTIMATE TOOL BOX

SUPER STACKER

STACKER POCKETS

SIDECAR

REAR GUARD

PRO TOOL POUCH

PRO PARACHUTE BAG

PRO PADS

PRO CONTRACTOR'S BRIEFCASE

PORTABLE POCKET

LAYOUT SQUARE SCABBARD

DOUBLE BARREL™ TOOL SHEATH

CONTRACTOR'S PORTFOLIO

BUILDER'S RIG

BUCKET GRIP

AIR-GEL™ MOJO KNEE PADS

TRUE GRIP

AIR-GEL MOXIE

GATEMOUTH B.L.T. (BIG LONG TOOLBAG)

BUILDER'S RIG AIRLIFT

GATEMOUTH SIDEKICK

CONTRACTOR'S RIG

SIDEWINDER SUSPENDERS

MEATHOOK

PRO TOOL POUCH

TRADEMARK

REEL: 002864 FRAME: 0798

SCHEDULE OF REGISTERED AND PENDING TRADEMARKS

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BUCKET BOSS	Class 8: TOOL POUCH WHICH FITS OVER A BUCKET.	US	74/011637	12/18/1989	1825661	12/4/1990	REG
BUCKET SEAT	Class 21: NON-METAL BUCKET COVER WHICH ALSO ALLOWS THE BUCKET TO FUNCTION AS A SEAT.	US	74/477260	1/7/1994	1927061	10/17/1995	REG
BUCKET STACKER	Class 6: TRAYS FOR HOLDING HARDWARE AND FASTENERS.	US	74/477258	1/7/1994	1825038	10/10/1995	REG
CHUTES	Class 8: SOFT DIVIDED POUCHES FOR HOLDING TOOLS, HARDWARE AND FASTENERS SOLD EMPTY.	US	74/411488	7/9/1993	1856553	10/4/1994	REG
CONTRACTOR'S BRIEFCASE	Class 18: ATTACHE-STYLE ALL PURPOSE CARRYING BAG.	US	74/491394	2/16/1994	1982513	3/12/1996	REG
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HANDYBOSS	Class 8: TOOL POUCH WHICH FITS OVER A BUCKET.	US	74/233769	12/23/1991	1801891	11/2/1993	REG
KNEE KEEPER	Class 9: KNEE PADS FOR WORKERS.	US	74/481939	11/12/1993	1918757	9/12/1995	REG
PARACHUTE BAG	Class 6: HOLDER FOR HARDWARE GOODS AND FASTENERS.	US	74/301641	8/6/1992	1774052	6/1/1993	REG
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POWER PAD	Class 9: PROTECTIVE CLOTHING, NAMELY KNEE PADS FOR GARDENING AND CONSTRUCTION USE.	US	74/408582	6/30/1993	1921558	26-Sep-95	REG
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BUCKETLESS BOSS	Class 18: TOOL BAGS SOLD EMPTY.	US	74/887555	4/27/1995	2100663	30-Sep-97	REG

SCHEDULE OF PATENTS

TITLE	CTRY	PAT. NO.	PAT. DATE	APP. NO.	APP. DATE	EXPI. DATE	STATUS
BUCKET MOUNTED TOOL CARRIER	US	D 388919	1/6/1998	29/056255	6/18/1996	1/6/2012	GRA
BUCKET MOUNTED TOOL CARRIER	US	D 396912	8/11/1998	29/050192	2/12/1996	8/11/2012	GRA
BUCKET TOOL ORGANIZER WITH HOLSTER	US	D 414337	9/28/1999	29/092010	8/11/1998	9/28/2013	GRA
COVER FOR BUCKET MOUNTED TOOL CARRIER	US	5429265	7/4/1995	08/368231	1/3/1995	7/4/2012	GRA
KNEE PAD	US	D 361162	8/8/1995	29/023048	5/17/1994	8/8/2009	GRA
TOOL CARRIER	US	D 355062	1/31/1995	29/003413	1/11/1993	1/31/2009	GRA
TOOL CARRIER-ORGANIZER	US	5797491	8/25/1998	08/643176	5/6/1996	5/6/2016	GRA
TOOL ORGANIZER	US	D 376454	12/10/1996	29/029938	10/19/1994	12/10/2010	GRA
TRAY ORGANIZER	US	5669498	9/23/1997	08/674983	7/3/1996	8/26/2014	GRA