

02-12-2004



102667625

## 1. Name of conveying party(ies):

Magnus Industries, Inc.  
12155 Mora Drive  
Unit 12  
Santa Fe Springs, CA 90670

Additional name(s) of conveying party(ies) attached?

☐ YES ☒ NO

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

Porter- Cable Corporation  
4825 Highway 45 North  
Jackson, TN 38305



01-23-2004

U.S. Patent &amp; TMO/c/TM Mail Rcpt Dt. #

Additional name(s) and Address(es) attached:?

☐ YES ☒ NO

## 3. Nature of conveyance:

☒ Assignment ☐ Merger ☐ Security Agreement  
☐ Change of Name ☐ Other \_\_\_\_\_

Effective Date: January 6, 2004

## 4. Trademark Application number(s) or Registration number(s):

Serial N<sup>o</sup> 76/464,020 Filed: April 7, 1998 Registration N<sup>o</sup> 2359160 Registered: June 20, 2000

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Trademark Application No.(s)

76/464,020

## B. Registration No.(s)

2359160

Additional numbers attached: ☐ YES ☒ NO

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

SUITER WEST PC LLO  
Sean Patrick Suiter  
14301 FNB Parkway, Suite 220  
Omaha, Ne 68154-5299

6. Total number of applications and patents involved: **ONE**7. Total fee (37 CFR 3.41) **\$ 40.00**

☒ Authorized to be charged to deposit  
account 19-4882.

(Attach duplicate copy of this page if paying by deposit account).

DO NOT USE THIS SPACE

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## 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.

Michael G. Burnett, NSBA No. 17650

DATE: January 20, 2004

Total number of pages including cover sheet: **THREE (3)**

## ASSIGNMENT OF TRADEMARK AND AGREEMENT

Whereas, MAGNUS INDUSTRIES, INC., organized under the laws of California on or about April 1, 1996, is the owner of the following United States Trademark Registration: 2,359,160 for *MAG SAW* and Design

Whereas, MAGNUS INDUSTRIES, INC. is desirous of assigning all of its right, title and interest in and to said Registration and to the *MAG SAW* formative, name, trade name, trademark, mark, and logo; and

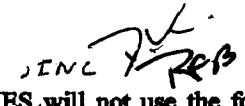
Whereas PORTER-CABLE CORPORATION, of Jackson, Tennessee, is desirous of acquiring all rights of MAGNUS INDUSTRIES, INC. to said Registration and to said *MAG SAW* formative, name, trade name, trademark, mark, and logo:

Now, therefore, for \$3,500.00, receipt of which is hereby acknowledged, said MAGNUS INDUSTRIES, INC. hereby assigns all of its rights, title and interest unto PORTER-CABLE CORPORATION in and to said Registration and to said *MAG SAW* formative, name, trade name, trademark, mark and logo (collectively "the mark"), together with the good will of the business symbolized by the mark, and said Registration thereof.

In consideration of the Assignment recited herein, the parties hereby agree as follows:

1. Neither party will object to or prevent the use or registration by the other party, in any country of the world, of the formative *MAG* alone or the formative *MAG* with another word or symbol except as follows:

A. PORTER-CABLE CORPORATION will not use or register the formative *MAG* alone or the formative *MAG* with another word or symbol on bits including but not limited to DRILL BITS, AUGER BITS, FISH BITS, ACCESSORIES FOR BITS; HOLE SAWS and ACCESSORIES FOR HOLE SAWS, AND KITS MADE UP OF ANY OF THE FOREMENTIONED BITS, ACCESSORIES AND HOLE SAWS; HACK SAWS, RECIPROCATING SAW BLADES, JIG SAW BLADES AND HACK SAW BLADES; AND CUTTING FLUID.

  
B. MAGNUS INDUSTRIES will not use the formative *MAG* alone or the formative *MAG* with another word or symbol on POWER OPERATED SAWS, NAILERS, ROUTERS AND SANDERS.

2. Notwithstanding paragraph 1. herein, PORTER-CABLE CORPORATION will not object to the use or registration by MAGNUS INDUSTRIES, INC. of the mark MAG-BIT alone or with any other word or symbol for <sup>ANY</sup> the goods. *Handwritten initials: D, J, R, B*

3. MAGNUS INDUSTRIES, INC. has not made and does not make any express or implied representation or warranty of any kind relating to said Registration or to the *MAG SAW* and Design or the *MAG SAW* formative name, trade name, trademark, mark or logo or to the use of any of them.

4. MAGNUS INDUSTRIES, INC. will have a period of three (3) months from the effective date of this Assignment to phase out all use of *MAG SAW* and Design and *MAG SAW* designations during which time PORTER-CABLE CORPORATION will not object to the use of either of such designations for any products.

Signed at South Springs this 6, day of January, 2003. *Handwritten signature of Magnus Industries, Inc.*  
Magnus Industries, Inc.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

Subscribed and sworn to before me this 6th, day of January, 2003. 4



*Handwritten signature of Michael A. Garcia*  
Notary Public

Signed at JACKSON, TN, this 19<sup>th</sup>, day of DECEMBER, 2003.

*Handwritten signature of Robert F. Reddell*  
Porter-Cable Corporation

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF MADISON )

Subscribed and sworn to before me this 19<sup>th</sup>, day of December, 2003.

*Handwritten signature of Kathy Greene*  
Notary Public