

Handwritten signature/initials

RECORDED
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02-27-2004



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To the Honorable Commissioner of Patents and Trademarks, Please send this document with all documents or copy thereof.

1. Name of conveying party(ies):
MacNeill Engineering Company, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: December 31, 2003

2. Name and address of receiving party(ies)

Name: Cleats LLC

Internal

Address: P.O. Box 1022

Street Address: _____

City: Marlborough State: MA Zip: 01752

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

2,553,873

Additional number(s) attached Yes No

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

Name: Brian M. Donovan

Internal Address: Bromberg & Sunstein LLP

125 Summer Street, 11th Floor

Boston MA 02110-1618

Street Address: 125 Summer Street

City: Boston State: MA Zip: 02110-1618

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Brian M. Donovan
Name of Person Signing

Handwritten signature of Brian M. Donovan
Signature

February 20, 2004
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

02/25/2004 REGISTRATION 00000071 2553873

40.00 DP

265.00 DP

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment") is made by and between MACNEILL ENGINEERING COMPANY, INC., a corporation organized under the laws of Massachusetts, with its principal place of business at 289 Elm Street, P.O. Box 735, Marlborough, Massachusetts 01752 (the "Assignor"), and CLEATS LLC, a limited liability company organized under the laws of Delaware, with its principal place of business at P.O. Box 1022, Marlborough, Massachusetts 01752 (the "Assignee").

In consideration of the value received and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Background. As of October 1, 2002, Assignor assigned the trademarks identified on Exhibit A, namely, all marks comprised of or containing the identified marks, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters, combinations of one and multi-word formatives, all common law rights therein, all trademark registrations and applications, together with the goodwill associated therewith, (the "Trademarks"), to the Assignee. Assignor now confirms its assignment of the Trademarks to Assignee and Assignee confirms that it accepted such assignment on the terms and conditions set forth in this Assignment.

2. Grant. Assignor has sold, assigned, and transferred, to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks. If Assignor's prior assignment is, for any reason, ineffective, Assignor hereby sells, assigns, and

transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks, for the sum of One Dollar (\$1.00) and other good and valuable consideration.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be executed on the date stated below.

MACNEILL ENGINEERING COMPANY, INC.

By: *Richard J. Locke*
Name: Richard J. Locke
Title: Chief Financial Officer

Date: December 31, 2003

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS
COUNTY OF WORCESTER

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31ST day of December, 2003, Richard J. Locke personally appeared and who being by me duly sworn, deposes and says that he is the Chief Financial Officer of MACNEILL ENGINEERING COMPANY, INC. and that he/she is authorized to sign and has signed the foregoing instrument as such _____ and that he/she acknowledges such signing to be the free act and deed of MACNEILL ENGINEERING COMPANY, INC.

Debra J. Turcotte
Notary Public

DEBRA J. TURCOTTE
Notary Public

My Commission Expires Dec. 24, 2004

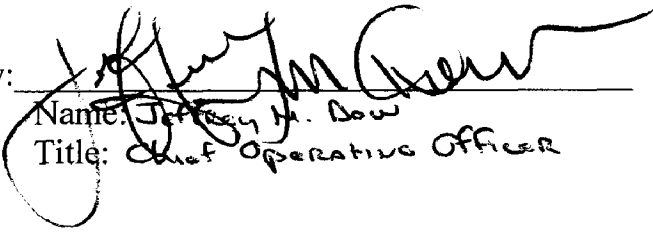
Print or Stamp Name of Notary

My Commission Expires

DECLARATION OF ACCEPTANCE

The above named Assignee, CLEATS LLC, hereby declares that with effect from the 1st day of October, 2002, it accepts the Trademark, including all goodwill of the business symbolized by such Trademark including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, MACNEILL ENGINEERING COMPANY, INC., pursuant to the foregoing Confirmatory Trademark Assignment.

CLEATS LLC


By: 
Name: Jeffrey M. Dow
Title: Chief Operating Officer

Date: December 31, 2003

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS
COUNTY OF WORCESTER

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31ST day of December, 2003, Jeffrey M. Dow personally appeared and who being by me duly sworn, deposes and says that he is the Chief Operating Officer of CLEATS LLC and that he/she is authorized to sign and has signed the foregoing instrument as such _____ and that he/she acknowledges such signing to be the free act and deed of CLEATS LLC.


Notary Public
DEBRA J. TURCOTTE
Notary Public
My Commission Expires Dec. 24, 2004
Print or Stamp Name of Notary

My Commission Expires

FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT

This Amendment ("Amendment") to the TRADEMARK LICENCE AGREEMENT dated October 1, 2002 ("the Licence Agreement") is made this 31ST day of December, 2003, by and amongst CLEATS LLC ("Licensor") and MACNEILL ENGINEERING COMPANY, INC. ("Licensee").

The parties agree that the License Agreement shall be amended in accordance with the following:

1. Amend Section 1(a)(ii) to add, after the word "hereunder": "*provided, however*, that Licensor may allow, in Licensor's discretion, Licensee to enter into a Sublicense Agreement which does not contain or bind the Sublicense to the provisions set forth in Section 2, 3, 4, 6, 7 and 9, so long as the Sublicense contains alternative provisions, acceptable to and previously approved by Licensor in writing, concerning the subject matter of said Sections.
2. Amend Attachment A of the License Agreement by replacing it with Attachment A to this Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Trademark License Agreement on the date first above written.

CLEATS LLC

By: 

Name: Jeffrey M. New

Title: Chief Operating Officer

MACNEILL ENGINEERING COMPANY, INC.

By: 

Name: Richard J. Locke

Title: Chief Financial Officer

ATTACHMENT A

All trademarks, trade names, and service marks consisting, comprising or containing any of the terms CHAMP, Q-LOK, TRI-LOK, or ARACHNITRACTION, and all federal and state registrations, applications for registration, and any renewals and extensions of registrations therefor throughout the world, including but not limited to the registrations and applications for registration attached hereto.