

11/3/03

06-10-2004

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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102762908

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):

Fastcut Tool Corporation

- 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: 9/12/2003

2. Name and address of receiving party(ies)

Name: Harpoint Holdings, Inc.

Internal Address: _____
Address: _____

Street Address: 1617 Fairfield Road

City: Yardley State: PA Zip: 19067

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Pennsylvania
- 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) 1652898; 1498316;

1503590; 792889; 802642; (see attached)

Additional number(s) attached Yes No

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

Name: Benjamin C. Graff, Esq.

Internal Address: _____

Kleinbard Bell & Brecker, LLP

Street Address: _____

1900 Market Street, Suite 700

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: _____

27

7. Total fee (37 CFR 3.41).....\$ \$690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

2003 NOV -3 AM 10:48
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Benjamin C. Graff
Name of Person Signing

Benjamin C. Graff
Signature

10/31/2003
Date

Total number of pages including cover sheet, attachments, and document: 6

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

11/04/2003 10:00:00 AM 00000299 1652898

01 FC:0521 40.00 DP
02 FC:0522 650.00 DP

TRADEMARK
REEL: 002990 FRAME: 0176

Continuation of Item 4

Registration Numbers(Continued)

1746788
1245013
1808802
1751007
1441785
428108
998166
1831071
937548
733068
942735
1291881
1761041
1620844
741245
933920
538261
896437
1631314
591115
1017305
839097

TRADEMARK ASSIGNMENT

This ASSIGNMENT, made effective this 12th day of September, 2003 by Fastcut Tool Corporation, a Delaware corporation, with offices located at 2101 Fern Avenue, Oak Park, Michigan 48237 (hereinafter referred to as "Assignor"), to Harpoint Holdings, Inc., a Pennsylvania corporation, with offices located at 1617 Fairfield Road, Yardley, Pennsylvania 19067 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Sale and Purchase Agreement, by and between Assignor and Assignee, inter alia, dated as of September 12, 2003 (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined are used as defined in the Purchase Agreement;

WHEREAS, Assignor is the rightful owner of the Seller Trademarks, including the trademarks, trademark registrations and applications for registration set forth in Exhibit A attached hereto (collectively hereinafter referred to as the "Trademarks"); and

WHEREAS, Assignee desires to acquire full right, title, and interest of Assignor in the said Seller Trademarks;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, Assignor's entire worldwide right, title, and interest in, to and under the Seller Trademarks, including the Trademarks, together with the goodwill of the Business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Seller Trademark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured und the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction where the Trademarks exist, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Assignor hereby covenants and agrees that it will at any time upon request of Assignee, execute and deliver any and all papers that may be necessary or desirable to perfect in Assignee title to the Seller Trademarks, including the Trademarks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without regard to its choice of law or conflict of laws principles.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed by its duly authorized officers or representatives this twelfth day of September, 2003.

FASTCUT TOOL CORPORATION

By Walter S. Wood
WALTER S. WOOD, attorney in fact for Ronald D. Brown
Title: President

{00002740;v2}

TRADEMARK
REEL: 002990 FRAME: 0178

EXHIBIT A Cont'd

Trademarks, Trademark Registrations and Applications for Registration

Cutting Fluids

State of Ohio)
) ss
County of Hamilton)

On this 12th day of September, 2003, before me, a notary public in and for said County personally appeared WALTER S. WOOD, attorney in fact for Ronald D. Brown, who acknowledged himself to be the above identified officer of Assignor and that he being authorized to do so executed the foregoing instrument for the uses and purposes therein specified.


Notary Public
DOROTHY KIM CORBETT, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03

Declaration of Acceptance by Assignee

The undersigned hereby accepts the forgoing Assignment on behalf of Harpoint Holdings, Inc.

By _____
William F. Coyle, President

EXHIBIT A Cont'd

Trademarks, Trademark Registrations and Applications for Registration

Cutting Fluids

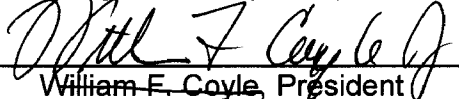
State of Ohio)
) ss
County of Hamilton)

On this _____ day of _____, 2003, before me, a notary public in and for said County personally appeared _____, attorney in fact for Ronald D. Brown, who acknowledged himself to be the above identified officer of Assignor and that he being authorized to do so executed the foregoing instrument for the uses and purposes therein specified.

Notary Public

Declaration of Acceptance by Assignee

The undersigned hereby accepts the forgoing Assignment on behalf of Harpoint Holdings, Inc.

By 
William F. Coyle, President

WFC William F. Coyle, Jr.

EXHIBIT A

Trademarks, Trademark Registrations and Applications for Registration

Country	Mark	Status	Case Number	Appl. No.	File Date	Reg. No.	Reg. Date	Renewal Date	Class
United States of America	ACCULEAD	Registered	V1001	74056390	5/7/90	1652898	8/6/91	8/6/11	7
	AMERICUT	Registered	V1003	73679375	8/19/87	1498316	8/2/88	8/2/08	7
	AMERICUT (AND DESIGN)	Registered	V1004	73679376	8/19/87	1503590	9/13/88	9/13/08	7
	CREST-KUT	Registered	V1009	72169672	5/24/63	792889	7/20/65	7/20/05	7
	CROMCLAD	Registered	V1010	72218019	5/4/65	802642	1/25/66	1/25/06	7
	CROMFLO	Registered	V1011	74234166	12/30/91	1746788	1/19/93	1/19/03	7
	FAST-LOK	Registered	V1017	73293451	1/19/81	1245013	7/12/83	7/12/03	7
	FASTCUT	Registered	V1018	73827906	9/27/89	1808802	12/7/93	12/7/03	7
	MEGA CHIP	Registered	V1024	74272702	5/5/92	1751007	2/9/93	2/9/03	7
	MODEL 200	Registered	V1026	73590791	3/31/86	1441785	6/9/87	4/8/10	8
	M-T	Registered	CUT02024	71495085	1/19/46	428108	3/11/47	3/11/07	8
	N-MILL	Registered	V1029	72460033	6/12/73	998166	11/12/74	11/12/04	7
	PLASTAPS	Registered	V1030	74336770	12/4/92	1831071	4/19/94	4/19/04	23
	PWMM/MEGA CHIP	Registered	V1031	72408192	11/19/71	937548	7/11/72	7/11/02	23, 7
	RUFF-N-CUTT	Registered	V1034	72127645	9/11/61	733068	6/19/62	6/19/02	7
	RUFF-N-MILL	Abandoned	V1035	72403171	9/20/71	942735	9/12/72	9/12/02	7
	RUFF-N-TOUCH	Registered	V1036	73436447	7/28/83	1291881	8/28/84	8/28/04	7
	RUFF-N-TUFF	Registered	V1037	74308044	8/27/92	1761041	3/30/93	3/30/03	7
	SKI-CARB	Registered	V1039	74010474	12/13/89	1620844	11/6/90	11/6/10	7
	SKI-KUT	Registered	V1040	72136312	1/22/62	741245	11/27/62	11/27/02	7
	TRISHEAR	Registered	V1047	72383247	2/8/71	933920	5/16/72	5/16/02	7
	TU-LIP	Registered	V1049	71590844	1/13/50	538261	2/20/51	2/20/11	7
	ULTRA-KUT	Registered	V1051	72323872	4/17/69	896437	8/11/70	8/11/10	7
UNI LEAD	Registered	V1052	73835135	10/31/89	1631314	1/15/91	1/15/11	7	
WELDON	Registered	V1079 2	71611051	3/8/51	591115	6/15/54	6/15/04	7	
WELDON (Pentagon Border)	Registered	V1079	73023503	6/6/74	1017305	8/5/75	8/5/05	7	
WELDON (with border)	Registered	V1079 3	Unknown	11/10/66	839097	11/21/67	11/21/07	7	