

FORM PTO-1595	RECORDATION FORM COVER SHEET	U.S. DEPARTMENT OF COMMERCE
1/31/92	TRADEMARKS ONLY	Patent and Trademark Office

To the Director of Patents and Trademarks: Please Record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Superior Workshop Tool Company d/b/a Superior Tool Company Entity: <u>Ohio Corporation</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Superior Tool Corporation</u> Internal Address: <u>100 Hayes Drive, Unit C</u> <u>Cleveland, OH 44131</u> Entity: <u>Delaware Corporation</u> Additional Name(s) & Address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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 <u>January 3, 2005</u></p>	

4. Application or registration number(s):


A. Trademark Application No.(s)	B. Trademark Registration No. (s) 1,581,111; 2,469,641; 2,739,928; 2,038,372; 2,535,596
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Please send the recorded assignment back by fax to 312-258-5600 to the attention of: SCHIFF HARDIN LLP Chris Bollinger, Attorney P.O. Box 06079 Chicago, IL 60606-0079 Telephone: (312) 258-5500 Customer Number: 30132-0015</p>	<p>6. Total number of trademarks involved 5</p> <p>7. Total Fee (37 CFR 3.41) \$140.00 <input checked="" type="checkbox"/> Authorization is given to charge the deposit account for the above fee and any additional fees required or to credit any overpayment.</p> <p>8. Deposit Account Number: <u>19-0409</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

<u>Chris Bollinger</u>		<u>2/22/05</u>
Name of Person Signing	signature	Date

Total number of pages including cover sheet and attached documents 5:

Mail documents to be recorded and required cover sheet information to:
By Fax: 703/306-5995
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

CH \$140.00 190409 1681111

*Assignment of Intellectual Property Assets***ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

WHEREAS, Superior Workshop Tool Company, an Ohio corporation d/b/a Superior Tool Company ("Assignor"), and Superior Tool Corporation, a Delaware corporation ("Assignee"), among others, have entered into an Asset Purchase Agreement dated as of January 3, 2005 (the "Agreement"); and

WHEREAS, under the Agreement, Assignee agreed to purchase the Business (as that term is defined in the Agreement) of Assignor; and

WHEREAS, in conducting the Business, Assignor has acquired an interest in some intellectual property assets related to and used in the Business that are to be transferred to Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various United States federal trademark and service mark registrations and applications therefor related to the Business (collectively, the "Federal Marks"), including the federal registrations and applications listed in Schedule A;

WHEREAS, Assignor is the owner of all right, title and interest in and to various foreign trademark and service mark registrations and applications therefor related to the Business (collectively, the "Foreign Marks"), including the foreign trademark and service mark registrations and applications listed in Schedule A; and

WHEREAS, in the United States, the Assignor owns all right, title and interest in and to various ideas, inventions, patents and utility models and applications therefor related to the Business, including the United States patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Federal Patents"); and,

WHEREAS, to the best of its knowledge, Assignor is the owner of all right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights used in the Business (collectively, the "Common Law Assets"), including the following domain names: SUPERIORTOOL.COM, STANLEYPLUMBING.COM, BAYONET.COM, and DRAINSTICK.COM.

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Federal Marks, Foreign Marks, Federal Patents and the Common Law Assets (together, the "ASSETS"), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Agreement, acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby,

Assignment of Intellectual Property Assets

including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment, including any country-specific assignments necessary to record transfer of title.

3. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignees may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee any of the ASSETS, or to enable Assignee to exercise and enjoy all rights and benefits of the Assignor with respect thereto.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

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*Assignment of Intellectual Property Assets***SCHEDULE A**

(1 Page)

Federal Trademarks

Trademark	Country	Reg/App. No.
Superior Tool Logo	USA	1,581,111
Bayonet Logo	USA	2,469,641
DRAINSTICK	USA	2,739,928
NO BARRIERS TO BUY	USA	2,038,372
NEIGHBORHOOD MANUFACTURING	USA	2,535,596

Foreign Trademarks

Trademark	Country	Reg/App. No.
DRAINSTICK	Canada	App. 1159469

Federal Patents

Patent	App./Pat. No.	File/Iss. Date
Tub Drain Wrench	Pending	
Bayonet Threadless Tubular	6,481,763	11/19/02
Bayonet Threadless Tubular	6,755,446	6/29/04
Bleckman Compression Sleeve Puller	5,519,929	5/28/96
DrainStick	D458,426	6/4/02
TightSpot Wrench	D435,765	1/2/01
Sink Drain Wrench	D422,466	4/11/00
Battery powered tubing cutter	App. 60/624,044	11/01/04

Assignment of Intellectual Property Assets

IN TESTIMONY WHEREOF, Assignor has executed this Assignment Of Intellectual Property Assets this 3rd day of January, 2005.

SUPERIOR WORKSHOP TOOL COMPANY
D/B/A SUPERIOR TOOL COMPANY

SUPERIOR TOOL CORPORATION

By: HM. JHP.
Its: CEO

By: [Signature]
Its: Chairman

STATE OF _____)
COUNTY OF _____) SS:

STATE OF _____)
COUNTY OF _____) SS:

On this 3rd day of January, 2005, before me appeared Howard M. Gable who, being by me duly sworn, did say that he/she is the CEO of ASSIGNOR, a corporation of the State of Ohio, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

On this 3rd day of January, 2005, before me appeared _____ who, being by me duly sworn, did say that he/she is the _____ of ASSIGNEE, a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public [Signature]
My commission expires: _____

Notary Public [Signature]
My commission expires: _____

ROBERT A. COIN, Attorney
NOTARY PUBLIC, State of Illinois
My commission has no expiration date:
Section 147.05 H. S.

