

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Tool Corporation		06/06/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	J & B Products, Inc.		
Street Address:	4620 Richmond Road		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44128		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2469641	BAYONET	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2166228672		
Email:	tconnors@calfee.com		
Correspondent Name:	Timothy J. Connors		
Address Line 1:	800 Superior Avenue		
Address Line 2:	1400 McDonald Investment Center		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:		Timothy J. Connors	
Signature:		/TJC/	
Date:		08/01/2005	

CH \$40.00 2469641

Total Attachments: 5

900029286

**TRADEMARK
 REEL: 003131 FRAME: 0762**

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Superior Tool Corporation

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

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

2. Name and address of receiving party(ies)
Name: J & B Products, Inc.
Internal Address: _____
Address: _____

Street Address: 4620 Richmond Road
City: Cleveland State: OH Zip: 44128

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

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

Execution Date: 06/06/2005

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) See attached
Exhibit B

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Timothy J. Connors
Internal Address: _____

Calfee, Halter & Griswold LLP
Street Address: 1400 McDonald Investment Ctr.
800 Superior Avenue
City: Cleveland State: OH Zip: 44114-2688

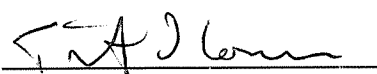
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-0172

DO NOT USE THIS SPACE

9. Signature.

Timothy J. Connors  August 1, 2005
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK AND DOMAIN NAME ASSIGNMENT

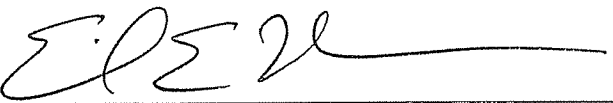
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SUPERIOR TOOL CORPORATION**, a Delaware California corporation, with an address at 200 West Madison Street, Suite 2710, Chicago, Illinois 60606 ("Assignor"), hereby sells, transfers and assigns to **J & B PRODUCTS, INC.**, an Indiana corporation, with a place of business at 4620 Richmond Road, Cleveland, Ohio 44128 ("Assignee"), its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor, in each case exclusively relating to all products and accessories marketed and sold by Assignor under the "Bayonet" name (the "Marks"), including but not limited to those identified on Schedule A; (ii) all registrations, and applications for registration, of the Marks worldwide, including but not limited to the registrations identified on Schedule B; (iii) all domain names worldwide that are owned by Assignor, in each case exclusively relating to all products and accessories marketed and sold by Assignor under the "Bayonet" name (the "Domain Names"), including but not limited to those identified on Schedule C; all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks and Domain Names worldwide; (iv) all rights of action arising from the Marks and Domain Names worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and Domain Names and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks and the Domain Names.

Assignor covenants and agrees that it will, at any time upon request, do everything reasonable to aid the Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

In Witness Whereof, Assignor has executed this Assignment as of this 6th day of July, 2005.

ASSIGNOR


SUPERIOR TOOL CORPORATION

By: 

Name: Erik E. Maurer

Title: Chairman

SCHEDULE A

MARKS
BAYONET (word mark)
THREADLESS TUBULAR (word mark)
BAYONET (stylized)


TRADENAMES

Bayonet Tubular Corp.

SCHEDULE B
REGISTRATIONS

Mark	Country	Registration No.	Registration Date
BAYONET (stylized) Bayonet	US	2,469,641	July 17, 2001

SCHEDULE C

DOMAIN NAMES

BAYONET.COM