

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Momentum Laser, Inc.

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

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 08/08/2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Black & Decker Corporation

Internal Address: _____

Street Address: 701 E. Joppa Road, TW-199

City: Towson

State: Maryland

Country: U.S.A. Zip: 21286

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship U.S.A.

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/563,026

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

LaserChalkLine

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

Name: Adan Ayala, Esq.

Internal Address: _____

Street Address: 701 E. Joppa Road, TW-199

City: Towson

State: Maryland Zip: 21286

Phone Number: 410-716-2368

Fax Number: 410-716-2610

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2548

Authorized User Name Adan Ayala, Esq.

9. Signature:

Signature

August 23, 2005

Date

Adan Ayala, Esq., Reg. No. 38,373

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

CH \$40.00 022548 76563026

ASSIGNMENT OF UNITED STATES TRADEMARKS,

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

WHEREAS, Momentum Laser, Inc., a corporation organized and existing under the laws of the State of California, United States of America, having its principal place of business at 701 East Joppa Road, Towson, Maryland 21286, United States of America (hereinafter, the "Assignor"), is the owner of certain Trademarks, including, but not limited to Momentum Laser, LaserChalkLine, etc. (hereinafter, the "Trademarks"), and the good will associated therewith; and

WHEREAS, The Black & Decker Corporation, a corporation organized and existing under the laws of the State of Maryland, United States of America, having its principal office at 701 East Joppa Road, Towson, Maryland 21286 (hereinafter, the "Assignee"), is acquiring the entire right, title and interest of the Assignor in and to said Trademarks, and the goodwill associated therewith;

WHEREAS, the Assignor authorized the distribution of the Trademarks and the goodwill associated therewith to its sole shareholder; and

WHEREAS, the sole shareholder of the Assignor has directed the Assignor to transfer the Trademarks and all goodwill associated therewith to the Assignee as a distribution on behalf a certain direct subsidiary of the Assignee.

NOW THEREFORE, the Assignor has assigned and transferred as a distribution, and by these presents does hereby assign and transfer unto the Assignee as a distribution, its successors, assigns or other legal representatives, Assignor's entire right, title and interest including the good will associated therewith, any common law rights in and to said Trademarks, together with all rights thereunder as the same would have been held by the Assignor had this Assignment not

been made, Assignor reserving no rights unto itself. In connection with the foregoing, the Assignor hereby acknowledges and agrees to execute any and all transfer notices and other documents necessary and to do all other acts necessary or advisable in order to validly and effectively sell, assign and transfer said Trademarks unto Assignee.

The foregoing assignment and Transfer shall include all claims for profits and damages of past infringement, if any, of said Trademarks for, with the right to sue for and collect the same for the Assignee's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by a duly authorized corporate officer and its corporate seal to be hereto affixed.

MOMENTUM LASER, INC.

By: William G. Bruner, III (SEAL)
William G. Bruner, III
Vice President

Date: August 8, 2005