

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/02/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Porter-Cable Corporation		10/02/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	The Black & Decker Corporation
Street Address:	701 E. Joppa Road
Internal Address:	TW199
City:	Towson
State/Country:	MARYLAND
Postal Code:	21286
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1926188	PORTER CABLE

CORRESPONDENCE DATA

Fax Number: (410)716-2610
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 410 716-2956
 Email: sue.haslbeck@bdk.com
 Correspondent Name: Charles E. Yocum
 Address Line 1: 701 E. Joppa road
 Address Line 2: TW199
 Address Line 4: Towson, MARYLAND 21286

ATTORNEY DOCKET NUMBER:	1926188/US/TM
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NAME OF SUBMITTER:	Charles E. Yocum
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CH \$40.00 1926188

Signature:

/CharlesYocum,30121/

Date:

11/01/2005

Total Attachments: 3

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ASSIGNMENT OF UNITED STATES TRADEMARKS,

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

WHEREAS, Porter-Cable Corporation, a corporation organized and existing under the laws of Delaware, having its principal office address at 4825 Highway 45 North, Jackson, TN 38305, (hereinafter, the "Assignor"), is the owner of certain Trademarks, Trademark Registrations and Applications for Registration identified in Table 1 attached hereto 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 United States Trademarks, Trademark Registrations and Applications for Registration identified on Table 1 attached hereto and the good will associated therewith in accordance with the terms of a Purchase Agreement dated July 16, 2004 between the Assignee and Pentair, Inc. (the "Purchase Agreement").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration not herein specifically enumerated, the receipt and sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the Assignee, 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 the said Trademarks, Trademark Registrations and Application for Registrations, together with all rights thereunder as the same would have been held by the Assignor had this Assignment and sale 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, Trademark Registrations and Applications for Registration unto Assignee.

The foregoing sale, assignment and Transfer shall include all claims for profits and damages of past infringement, if any, of said Trademarks, Trademark Registrations and Applications 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.

This Assignment is being executed in connection with the closing of the Purchase Agreement.

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.

October 2, 2004
Date

PORTER-CABLE CORPORATION

By: *Louis L. Ainsworth*
Name: Louis L. Ainsworth
Title: Secretary

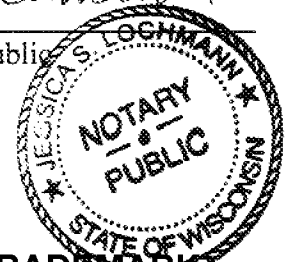
STATE OF Wisconsin)
COUNTY OF Milwaukee)^{ss}

On this 2nd day of October, 2004, before me, Jessica Lochmann, personally appeared Louis L. Ainsworth who acknowledged himself to be a Secretary of ~~the~~ Porter-Cable Corporation and is authorized to execute documents on behalf of the corporation.

(SEAL)

Jessica S. Lochmann
Notary Public

My commission ~~expires~~ is permanent



Application Type	Assignor	Country	State	Serial No. Application No.	Application Date	Registration No.	Registration Date	Word Mark	Stylized Mark	TM or ®	Status Link	Status
TM	Porter-Cable	US		74336337		1806973	11/30/1993	PORTER-CABLE	®		STATUS	
TM	Porter-Cable	US		72020214		649651	08/06/1957	PORTER-CABLE	®		STATUS	LIVE
TM	Porter-Cable	US		76582313	03/22/2004			PORTER CABLE	™			
TM	Porter-Cable	US		76582311	03/22/2004			PORTER CABLE	™			
TM	Porter-Cable	US		76582310	03/22/2004			PORTER CABLE	™			
TM	Porter-Cable	US		73536669	05/09/1986	1389682	04/15/1985	PORTER CABLE PROFESSIONAL POWER TOOLS	®		STATUS	LIVE
TM	Porter-Cable	US		74487141		1926188	10/10/1995	PORTER CABLE	®		STATUS	
TM	Porter-Cable	US		73519685		1357658	09/03/1985	PORTA-PLANE	®		STATUS	
TM	Porter-Cable	US		71664877		601854	02/08/1955	PORTA-BAND	®		STATUS	LIVE
TM	Porter-Cable	US		74303945		1805110	11/16/1993	POCKET CUTTER	®		STATUS	
TM	Porter-Cable	US		76493591		2870308	08/03/2004	PERFORMANCE GEAR	®		STATUS	
TM	Porter-Cable	US		76455921	10/04/2002			PERFORMANCE CREW	™		STATUS	
TM	Porter-Cable	US		76559081	11/13/2003			PC EDGE	™		STATUS	
TM	Porter-Cable	US		73722872		1517028	12/20/1988	OMNIJIG	®		STATUS	
TM	Porter-Cable	US		75804686		2433132	03/06/2001	NETWORK	®		STATUS	
TM	Porter-Cable	US		76601402	07/08/2004			MONSTER CARBIDE	™			
TM	Porter-Cable	US		76566335	12/22/2003			miscellaneous trade dress design - Miter Saw	™			
TM	Porter-Cable	US		76566333	12/22/2003			miscellaneous trade dress design - Drills, Corded	™			
TM	Porter-Cable	US		76566331	12/22/2003			miscellaneous trade dress design - Belt Sanders	™			
TM	Porter-Cable	US		76566330	12/22/2003			miscellaneous trade dress design - Circular Saws	™			
TM	Porter-Cable	US		76566329	12/22/2003			miscellaneous trade dress design - Routers	™			