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**SCHEDULE A**

<b>Type</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Federal	FRAMING WIZARD	2,578,052	June 11, 2002
State (Tennessee)	FRAMING WIZARD	TN028397	July 9, 2001

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (hereinafter, the "Agreement") is effective as of the date of the last signature below by and between Robert Meitzler, an individual residing at 3298 Carl Road, Franklin, Tennessee, 37064 (hereinafter, "Assignor") and Swanson Tool Co., Inc., an Illinois corporation with its principal place of business at 211 Ontario Street, Frankfort, Illinois, 60423 (hereinafter "Assignee");

WHEREAS, Assignor has adopted, owns and is using the FRAMING WIZARD mark (hereinafter, the "Mark") on or in connection with layout tools, namely, a carpentry ruler that measures linear distances and angles (hereinafter, the "Identified Goods");

WHEREAS, Assignor first began using the Mark in commerce at least as early as August 1, 2000 on or in connection with the Identified Goods;

WHEREAS, Assignor is the owner of trademark registrations for the Mark, all of which are identified in Schedule A annexed hereto (hereinafter, the "Registrations");

WHEREAS, Assignor is desirous of assigning all of its right, title and interest in and to the Mark, the goodwill of the business symbolized by the Mark, and the Registrations to Assignee;

WHEREAS, Assignee is desirous of acquiring all of the right, title and interest in and to the Mark, the goodwill of the business symbolized by the Mark, and the Registrations from Assignor;

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NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. ASSIGNMENT OF RIGHTS: Assignor hereby irrevocably sells, grants, conveys, assigns, transfers and sets over to Assignee all of its worldwide right, title, and interest in and to the Mark, the goodwill of the business symbolized by the Mark, and the Registrations, and the right to sue and recover for past and future infringement of the Mark (hereinafter, the "Assignment").
2. COOPERATION: Assignor agrees to execute and/or provide such additional documents as Assignee deems reasonably necessary to establish Assignee's rights in the Mark and Registrations, including, but not limited to, such documents to establish the dates of first use for the Mark by Assignee through Assignor.
3. COVENANT NOT TO USE, APPLY TO REGISTER OR REGISTER: Assignor agrees never to use, apply to register or register any mark or domain name comprising, in whole or in part, the Mark or any confusingly similar mark.
4. COMPENSATION: In full consideration of the transfer of rights to Assignee herein, Assignee agrees to pay Assignor one hundred United States dollars (US \$100.00). Such payment shall be in the form of a certified check and shall be delivered to Assignor via Federal Express overnight delivery within seven (7) days of the date of the last signature below.
5. CHOICE OF LAW: The Agreement shall be governed by the laws of the State of Illinois.

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6. WAIVER: No provision of this Agreement may be waived unless in writing and signed by the party benefited by the provision waived. The waiver by either party of a provision of the Agreement shall not operate or be construed to invalidate the balance of the provisions contained in the Agreement, which shall continue to remain in full force and effect.

7. SEVERABILITY: The finding by a court that a provision of the Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in the Agreement, which provisions shall continue to remain in full force and effect.

8. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and no party has entered into this Agreement based upon any promise, representation, warranty or covenant not included herein. All prior proposals, discussions or writings are superseded hereby. The terms of the Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns.

9. CONSULTATION WITH COUNSEL: The parties hereto acknowledge that each has read this Agreement; that each fully understands its rights, privileges and duties hereunder; that each is relying solely on its own judgment and belief as to the adequacy of the consideration provided to the other; and that each enters into this Agreement freely and voluntarily. Each party further acknowledges that each has had the opportunity to consult with an attorney of its choice to explain the terms of this Agreement and the consequences of signing it.

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10. COUNTERPARTS: This Agreement may be executed in counterparts, each of which when executed shall be considered an original. A facsimile copy of this Agreement signed by one party and transmitted to and countersigned by the other party shall constitute a binding Agreement. All counterparts therefore shall constitute one and the same document.

11. AUTHORIZATION TO SIGN: Each person executing this Agreement warrants that he or she is the duly authorized representative of the respective person or entity designated below, and is fully empowered to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the dates indicated below:

**Robert Meitzler, Assignor**

Dated: 5.4.03

[Handwritten Signature]

**Swanson Tool Co., Inc., Assignee**

Dated: 11/22/03

By: [Handwritten Signature]  
**James S. Allemand, President**