

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):

One World Technologies Limited

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

Citizenship (see guidelines) Bermuda

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 06/24/2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Eastway Fair Company Limited

Internal

Address: P.O. Box 146

Street Address: _____

City: Road Town

State: Tortola

Country: British Virgin Islands Zip: _____

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship British Virgin Islands
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)

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 2

Additional sheet(s) attached? Yes No

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

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

Name: William D. Jackson

Internal Address: Brinks Hofer Gilson & Lyons

P.O. Box 10395

Street Address: _____

City: Chicago

State: IL Zip: 60610

Phone Number: 312-321-4200

Fax Number: 312-321-4299

Email Address: officeactions@brinkshofer.com

6. Total number of applications and registrations involved:

38

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 965.00

- 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 23-1925

Authorized User Name William D. Jackson

9. Signature:

William D. Jackson
Signature

12/2/05
Date

William D. Jackson

Name of Person Signing

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

11

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

700228379

CH \$965.00 231925 78200651

SCHEDULE 1

78/200,651
78/350,055
78/350,071
78/307,094
78/307,081
78/298,077
78/264,458
78/264,407
78/303,637
78/236,357
78/238,340
78/238,348
78/236,328

TRADEMARK

SCHEDULE 2

2,699,529
2,973,180
2,952,365
1,818,485
1,875,050
2,243,029
2,955,692
2,902,333
2,902,334
2,978,544
2,924,208
2,949,905
1,926,945
1,942,879
1,763,608
2,482,921
2,237,598
1,444,863
1,434,476
1,684,800
2,774,556
2,612,532
2,738,767
2,756,469
2,784,699

AGREEMENT

This Agreement is made on this 27th day of June 2005 between:

- (1) ONE WORLD TECHNOLOGIES LIMITED, a company incorporated and existing under the laws of Bermuda, of Cedar House, 41 Cedar Avenue, Hamilton HM12, Bermuda (the 'Assignor'); and
- (2) EASTWAY FAIR COMPANY LIMITED, a company incorporated and existing under the laws of the British Virgin Islands, or Trident Chambers, P.O. Box 146, Road Tow, Tortola, British Virgin Islands (the 'Assignee').

WHEREAS, on December 10, 2004, Assignor and Assignee entered into the attached 'Deed of Gift' (Exh. A), which is made part of this Agreement.

WHEREAS, the Deed of Gift assigns to Assignee certain trademarks, trademark applications (including any trademark registrations that issued or will issue from the identified trademark applications), patents and patent applications (including any patents that issued or will issue from the identified patent applications) (collectively the 'Intellectual Properties'), as set forth in the Schedule attached to the Deed of Gift.

WHEREAS, both parties to the Deed of Gift intended that Assignor's entire right, title, and interest in and to the Intellectual Properties be transferred without limitation to Assignee or its nominee(s) by the Deed of Gift as of December 10, 2004, including but not limited to:

The sole and exclusive right to sue and collect damages and all other forms of relief for infringement of the Intellectual Properties, for any and all acts of infringement thereof that occurred prior to December 10, 2004;

The entire right, title and interest Assignor may possess in and to said Intellectual Properties, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest Assignor may possess in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents; and the sole and exclusive right to sue for and collect damages for infringement of the above-identified patent rights for any and all acts of infringement of the above-identified patent rights that occurred prior to December 10, 2004; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents; and

The goodwill of the trademarks set forth in the Schedule attached to the Deed of Gift as used on or in connection with the business, goods, and services bearing the marks.

TRADEMARK

NOW THEREFORE, the parties hereby state and confirm that as of December 10, 2004, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor's entire right, title, and interest in and to the Intellectual Properties were intended to be and were, in fact and law, sold, assigned, and transferred without limitation to Assignee or its nominee(s), and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged by Assignor, to the extent not already done so by the Deed of Gift, the Assignor sells, assigns and transfers to the Assignee, *nunc pro tunc*, effective as of December 10, 2004:

The sole and exclusive right to sue and collect damages and all other forms of relief for infringement of the Intellectual Properties, for any and all acts of infringement thereof that occurred prior to December 10, 2004;

The entire right, title and interest Assignor may possess in and to said Intellectual Properties, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest Assignor may possess in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents; and the sole and exclusive right to sue for and collect damages for infringement of the above-identified patent rights for any and all acts of infringement of the above-identified patent rights that occurred prior to December 10, 2004; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents; and

The goodwill of the trademarks set forth in the Schedule attached to the Deed of Gift as used on or in connection with the business, goods, and services bearing the marks.

In the alternative, as of the Effective Date (defined below), in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, and transfers without limitation to Assignee or its nominee(s) Assignor's entire right, title, and interest in and to the Intellectual Properties, also including:

The sole and exclusive right to sue and collect damages and all other forms of relief for infringement of the Intellectual Properties, for any and all acts of infringement thereof that occurred prior to the Effective Date;

The entire right, title and interest Assignor may possess in and to said Intellectual Properties, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest Assignor may possess in

and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; and the sole and exclusive right to sue for and collect damages for infringement of the above-identified patent rights for any and all acts of infringement of the above-identified patent rights that occurred prior to the Effective Date; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents; and

The goodwill of the trademarks set forth in the Schedule attached to the Deed of Gift as used on or in connection with the business, goods, and services bearing the marks.


The Commissioner of Patents and Trademarks is hereby authorized to issue patents and trademark registrations to the Assignee in accordance with the terms of this Agreement.

To the extent there is any conflict between this Agreement (or any portion hereof) and the Deed of Gift (or any portion thereof) attached at Exhibit A, the parties expressly agree that this Agreement shall exclusively control and shall have sole and superseding effect.

IN WITNESS whereof, the Assignor and the Assignee have executed this Agreement on the 27th day of June 2005 ('the Effective Date').

SEALED with the Common Seal of the Assignor and signed by
FRANK KWOK WAH, DIRECTOR
on behalf of the Assignor in the presence of-





FRANK KWOK WAH FRANK
Solicitor, HKSAR

SEALED with the Common Seal of the Assignee and signed by

CHUN CHU CHUNG, DIRECTOR

on behalf of the Assignee in the presence of:-

)
)
)
)
)
)

Jess Cheung

THIS DEED OF GIFT is made the 10th day of December 2004

BETWEEN

- (1) **ONE WORLD TECHNOLOGIES LIMITED**, a company incorporated and existing under the laws of Bermuda, of Cedar House, 41 Cedar Avenue, Hamilton HM12, Bermuda (the "Assignor"); and
- (2) **EASTWAY FAIR COMPANY LIMITED**, a company incorporated and existing under the laws of the British Virgin Islands, of Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands (the "Assignee").

WHEREAS the Assignor is the registered proprietor of the registered trade marks and patents (collectively the "Intellectual Properties"), the particulars of which are set out in the Schedule hereto, and has agreed to assign the Intellectual Properties to the Assignee as hereinafter appearing.

NOW THIS DEED WITNESSETH that the Assignor DOTH hereby assign unto the Assignee or its nominee(s) the Intellectual Properties more particularly described in the Schedule hereto TO HOLD the same unto the Assignee subject to the payment of the due proportion of the yearly registration and / or renewal fees so far as they relate to or affect the Intellectual Properties.

The Assignee hereby covenants with the Assignor that the Assignee will at all time hereafter observe and perform all the covenants terms and conditions (if any) as imposed for the granting of the Intellectual Properties by the authorities in the relevant jurisdictions.

TRADEMARK

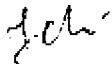
IN WITNESS whereof the Assignor and the Assignee have executed this Deed on the day and year first above written.

SEALED with the Common Seal of the

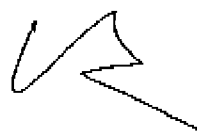
Assignor and signed by

CHAN KWOK WAH, director

on behalf of the Assignor in the presence of :-



CHAN KWOK WAH FRANK
Solicitor, HK SAR



SEALED with the Common Seal of the

Assignee and signed by

CHAN CHI CHUNG, director

on behalf of the Assignee in the presence of :-



CHAN KWOK WAH FRANK
Solicitor, HK SAR



TRADEMARK

Description	Serial No assigned by USPTOLAW (IP Office)	Serial No assigned by USPTOLAW (IP Office)	Status
US VAMAG	74011261	7400231	Registered
US RAPID SET	74031515	7403608	Classed
US MAXI-FORCE	74031221	7403608	Registered
US POWER PLUS	74031511	7403608	Registered
US QUICKSTAND	740307309	7403608	Registered
US TRACKLOCK	740307309	7403608	Registered
US ACQU-SIVP	740308677	7403608	Registered
US VERSATABLE	740500089	7403608	Abandoned
US POWER PEN	75004404	7403608	Abandoned
US CHARGE PLUS (& DESIGN)	750074624	7403608	Registered
US AGCUBISCUIT	750071709	7403608	Registered
US JOBSITE	750021286	7403608	Registered
US JOBSITE SERIES (& DESIGN)	750567112	7403608	Registered
US HOME PROJECT	75080142		Abandoned
US HOME PROJECT SERIES			Classed
US CONTINUOUS DUTY TOOLS	780277541		Abandoned
US CONTINUOUS DUTY TOOLS	780339036		Abandoned
US GBT	780271550		Abandoned
US GBT	780339955		Abandoned
US FILTER-FLO	74080263	1695300	Abandoned
US TORQUE FORCE	740940306	1684800	Classed
US TORQUE FORCE	740940306	1684800	Classed
US KODAMA	740724993	1371581	Abandoned
US CONTROL CUT (+Design)	740339300	9776345	Registered
CA WORKFORCE			Assigned
US STEEL SITE	750633337	7506469	Registered
US SILENT VAC	750633341		Filed
US SILENT VAC	780703637		Filed
US MAXIMAX	750729061		Abandoned
US MAXIMAX (& DESIGN)	750729066		Abandoned
US RYOBH WOODCRAWLER	74130263	11711757	Registered
US MULTI-TOOL			Abandoned
US CORNER CAT	760844215	2724699	Filed
US MAGTRAY	1117515		Filed
CA MAGTRAY	76264481	76269229	Registered
US WICKED STICK	1116907		Filed
CA WICKED STICK	76264481		Filed
CA WICKED STICK	890933		Filed
US SPIN CONTROL	1116908		Filed
CA SPIN CONTROL	76269227		Filed
US Pre-Features, Affordable Prices.	1116909		Filed
US Pre-Features, Affordable Prices.	76297371	76297376	Registered

TRADEMARK

CA	Description	Serial Nr assigned by USPTO/Canadian IP Office	Reg. No. granted by ESOPTO/Canadian IP Office	Status
	Pro Features Affordable Prices			Filed
US	STBEL SITE & DESIGN	76221499	76123377	Registered
US	TURBO DUSTER	76269387		Filed
US	TUFF SUCKER	76316034	61418767	Registered
CA	TUFF SUCKER	1156156		Completed
US	WICKED STICK	76377177		Filed
US	TIME INTELLIGENT CHOICE	6769442178		Published
US	TWIST TIGHT	761821291	76333406	Registered
US	TECHLINE	761890314		Abandoned
US	WALL-TECH	76217691		Filed
US	Steel Tech	6978216686		Published
US	Laser Tech	762214415		Published
US	SixHook	762200653		Allowed
US	Test Tools	698213808		Allowed
US	Steel Tech Pro	698213802		Allowed
US	Measures Tech	76215201		Allowed
US	Measures Tech Plus	76215202		Allowed
US	Line Tech	76211689		Abandoned
US	Line Tech Rotary	76211691		Abandoned
US	Line Tech Level	69781699		Published
US	Milore Fibre	69781698		Published
US	Anyang Can	76219171		Abandoned
US	Rapid Max Twin	697823677		Filed
US	Rapid Max	697823648		Filed
US	MAX HC	76236718		Filed
US	Swastline Laser Technologies	76218348		Filed
US	Swastline Laser Technologies	76218346		Filed
US	X2	76236716		Filed
US	X0	76236715		Filed
US	X4	76236717		Filed
US	Cruze Control	76236718		Filed
US	TIME WORKS	76236719		Filed
US	EMV & Design	69781697		Filed
US	PAT Meter / Design	76236701		Filed
US	MAG Magnesium Construction	69781698		Filed
US	MAG Magnesium Construction & Design	69781699		Filed