

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sharpe Manufacturing Company		03/31/2003	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Graco Inc.		
<b>Street Address:</b>	88 11th Avenue N.E.		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55413		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1957244	SHARPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)623-6944		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-623-6769		
<b>Email:</b>	Legal@graco.com		
<b>Correspondent Name:</b>	Douglas B. Farrow		
<b>Address Line 1:</b>	88 11th Avenue N.E.		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55413		
<b>ATTORNEY DOCKET NUMBER:</b>	T0178US		
<b>NAME OF SUBMITTER:</b>	Douglas B. Farrow		
<b>Signature:</b>	/DBF/		
<b>Date:</b>	02/13/2006		

CH \$40.00 1957244

Total Attachments: 1  
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**TRADEMARK ASSIGNMENT**

This Assignment is made this 31<sup>st</sup> day of March 2003, between Sharpe Manufacturing Company, a California corporation ("Assignor"), and Graco Inc., a Minnesota corporation ("Assignee").

In consideration of the sums paid in connection with the sale of certain assets by Assignor to Assignee, the parties hereby agree as follows:

Assignor hereby transfers, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to United States Trademark Registration Nos. 1,362,928 and 1,957,244 (the "Trademarks"), including the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks and all registrations and applications for registration of the Trademarks; the right to sue and recover damages for past, present, and future infringement of the Trademarks or the goodwill of the business in connection with which the Trademarks are used and that is symbolized by the Trademarks; and to fully and entirely stand in the place of Assignor in all matters related to the Trademarks.

Assignor hereby agrees to execute and deliver to Assignee such further documents, instruments, and assignments as Assignee may reasonably request, and to provide such documentation and take such actions and do such things as may be reasonably requested by Assignee to give full effect to the terms of this Assignment and to evidence, establish, maintain, or protect Assignee's right, title, and interest in and to the Trademarks.

This document may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

SHARPE MANUFACTURING COMPANY

GRACO INC.

By: Michael K. McGurtBy: Mark W. ShumanTitle: PresidentTitle: VP & Treasurer

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