

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOODELL, INC.		03/10/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	HYDE TOOLS, INC.		
Street Address:	54 EASTFORD ROAD		
City:	SOUTHBRIDGE		
State/Country:	MASSACHUSETTS		
Postal Code:	01550		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1953844	NAIL DRIVER	
CORRESPONDENCE DATA			
Fax Number:	(914)723-4301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	glandau@lslp.com		
Correspondent Name:	GEOFFREY I. LANDAU		
Address Line 1:	LACKENBACH SIEGEL, LLP		
Address Line 2:	ONE CHASE ROAD		
Address Line 4:	SCARSDALE, NEW YORK 10583		
NAME OF SUBMITTER:	GEOFFREY I. LANDAU		
Signature:	/gil/		
Date:	05/02/2006		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made between Goodell, Inc., a Minnesota corporation with offices at 9440 Science Center Drive, Minneapolis, MN 55428 (currently known as Goodell Tools, Inc.) (“Assignor”), and Hyde Tools, Inc., a Massachusetts corporation with offices at 54 Eastford Road, Southbridge, MA 01550 (“Assignee”).

WITNESSETH

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademark, and trademark registration identified on the Schedule attached hereto (the “Trademark”);

WHEREAS, Assignee is desirous of acquiring the Trademark, and is desirous of acquiring the Trademark together with the goodwill of the business symbolized by the Trademark in the United States;

WHEREAS, Assignor is desirous of divesting the Trademark, together with the goodwill of the business symbolized by the Trademark in the United States;

WHEREAS, pursuant to the terms of a certain Asset Purchase Agreement between Goodell Tools, Inc., (the current corporate name of the Assignor herein) and Hyde Tools, Inc. (the Assignee herein), of even date herewith (the “Asset Purchase Agreement”) Assignor has agreed to assign all its right, title and interest in and to the Trademark, including the goodwill of the business symbolized by the Trademark; and

WHEREAS, Assignor and Assignee are desirous of executing a document for the purposes of recording title in and to the aforesaid Trademark in the name of Assignee in the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all rights, title and interest in and to: (i) the Trademark, including the application and registration thereof and the Certificate of Registration duly and legally issued therefore, and any and all renewals thereof for the Trademark, together with all goodwill pertaining thereto in the United States; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable with respect to the Trademark; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office to transfer the registration to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment.

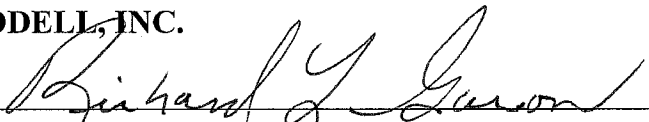
Assignor represents that: (i) it is the owner of all rights, title, and interests in and to the Trademark; (ii) it has the authority to make and enter into this Trademark Assignment Agreement; (iii) there are no current or effective licenses, assignments, security interests, or other encumbrances of or relating to the Trademark; and (iv) it knows of no other person or entity which has the right to use or register, or has made any claim pertaining to the right to use or register the Trademark.

Assignor warrants that: (i) all use of the Trademark by Assignor shall cease, except as explicitly authorized by Assignee; and (ii) it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Trademark or Assignee's ownership thereof.

The parties hereto shall cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Trademark Assignment Agreement, and Assignor shall: (a) furnish upon reasonable request to Assignee such further reasonably available information, including any reasonably available facts relating to the usage of the Trademark known to Assignor; (b) testify upon reasonable request as to the same in any proceeding in the appropriate governmental office or in connection with any litigation involving the Trademark, with any reasonable and necessary travel expenses relating thereto to be paid by Assignee; (c) execute and deliver to Assignee such other documents (including, but not limited to, the execution of such documents to the extent necessary to evidence and effect recordation of the assignment of the Trademark after the date hereof should recording of this Trademark Assignment Agreement require the execution or re-execution of any additional documents); and (d) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Trademark Assignment Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement effective as of March 10, 2006.

GOODELL, INC.

By: 

Name: Richard L. Garon

Title: President

TRADEMARK ASSIGNMENT AGREEMENT SCHEDULE

<u>TRADEMARK</u>	<u>U.S. REGISTRATION NO.</u>	<u>REG. DATE</u>
NAIL DRIVER	1,953,844	01/30/1996

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