

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																																											
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CORRESPONDENCE DATA																																											

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TRADEMARK
REEL: 003371 FRAME: 0638

Fax Number: (312)521-2875

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: asacharoff@muchshelist.com

Correspondent Name: Much Shelist Freed Denenberg Ament & Rub

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Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

0005212.0001

NAME OF SUBMITTER:

Adam K Sacharoff

Signature:

/aks/

Date:

08/17/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made and entered into this 28th day of July, 2006 by and between FKI Industries Inc. ("Seller") and Peerless Chain Company ("Purchaser"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. Purchaser and Seller have entered into that certain Asset Purchase Agreement dated as of July 28th, 2006 (the "**Purchase Agreement**"), relating to the purchase and sale of certain assets of Seller, including Intellectual Property that relates substantially to the Chain Product Line, including, but not limited to, the patents and trademarks listed on Schedule A hereto (the "**Transferred Intellectual Property**").

B. This Assignment is executed and delivered pursuant to the Purchase Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Consideration. For good and valuable consideration, receipt and sufficiency of which Seller specifically acknowledges, Seller assigns, transfers and sells the Transferred Intellectual Property to Purchaser.

2. Grant of Rights to Intellectual Property. Seller grants, conveys, transfers, alienates and assigns to Purchaser, for and throughout the world, Seller's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) rights to file and register the Transferred Intellectual Property in Purchaser's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Transferred Intellectual Property, as well as all other claims and rights to damages associated with the Transferred Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) goodwill associated with the Transferred Intellectual Property.

3. Further Instruments. Seller shall execute, acknowledge and deliver to Purchaser such further instruments and documents which relate to the Transferred Intellectual Property as set forth in this Assignment as Purchaser may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Purchaser's exclusive rights to the Transferred Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. Seller's assignment of the Transferred Intellectual Property to Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Transferred Intellectual Property, whether

currently existing or arising or recognized in the future. Seller does not reserve or retain any right, title or interest in the Transferred Intellectual Property. Seller acknowledges and agrees that the Transferred Intellectual Property constitutes the sole and exclusive property of Purchaser.

5. Binding Effect. This Assignment shall inure to the benefit of Purchaser and its successors and assigns and shall be binding upon Seller and its successors and assigns.

6. Conflicts. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

7. Representations and Warranties. The representations and warranties of Seller set forth in the Purchase Agreement relating to the Transferred Intellectual Property are incorporated by reference into this Assignment and Assumption Agreement as if set forth in full herein.

8. Counterparts. This Assignment and Assumption Agreement may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

9. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement by and through their duly authorized officers as of the date first written above.

SELLER:

FKI INDUSTRIES INC.

By: 

Name: Robert L. Zitnay
Its: Vice President

PURCHASER:

PEERLESS CHAIN COMPANY

By: _____

Name: Gilman King
Its: President

TRADEMARK

REEL: 003371 FRAME: 0642

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement by and through their duly authorized officers as of the date first written above.

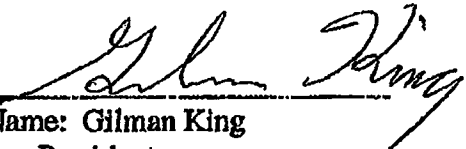
SELLER:

FKI INDUSTRIES INC.

By: _____
Name:
Its:

PURCHASER:

PEERLESS CHAIN COMPANY

By: 
Name: Gilman King
Its: President

Schedule A

Patents and Trademarks

MARK	COUNTRY	PRODUCT	ACCO FILE NO.	REGISTRATION NO.	ORIGINAL REG. DATE	NEXT RENEW DATE
ACCOLOY	USA	Chain	8009	635,771	16-Oct-56	16-Oct-16
AUTOMOBILE DESIGN	USA	Chain	8247	1,368,670	5-Nov-85	5-Nov-15
BINDEX	USA	Chain	8237	1,157,843	23-Jun-81	23-Jun-11
BLACK CAT	USA	Chain	8221	1,055,919	11-Jan-77	11-Jan-17
E-Z SLING	USA	Chain	9009	2,319,169	15-Feb-00	15-Feb-10
LOGEX	USA	Chain	8235	1,129,467	22-Jan-80	22-Jan-10
PUSHOVER	USA	Chain	8245	1,301,286	23-Oct-84	23-Oct-14
S7	USA	Chain	9007	2,258,679	6-Jul-99	6-Jul-09
STRONGHOLD PLUS DESIGN	USA	Chain	9010	SN 75/771,603		
TENSO	USA	Chain	8063.1	1,460,618	13-Oct-87	13-Oct-07
TN	USA	Chain	9008	2,206,971	1-Dec-98	1-Dec-08
V-BAR	USA	Chain	8070	654,271	5-Nov-57	5-Nov-07
WEED	USA	Chain	8072	524,392	25-Apr-50	13-Jun-09