

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pearlman Corporation		10/31/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Pearlman Industries, Inc.
Street Address:	6210 S. Garfield Avenue
City:	Commerce
State/Country:	CALIFORNIA
Postal Code:	90040
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2457798	BACKSAVER
Registration Number:	2286816	BRONZE LINE
Registration Number:	2457797	ENGINEERED ECONOMY
Registration Number:	2259217	FLEXTRON
Registration Number:	2040454	HEXPIN
Registration Number:	1332898	PEARL
Registration Number:	2482858	SRT
Registration Number:	2397218	P
Registration Number:	3133694	KEYSTONE TOOLS
Registration Number:	2597944	BLADE ROLLER

CORRESPONDENCE DATA

Fax Number: (202)420-2201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: Parsonse@dicksteinshapiro.com

OP \$265.00 2457798

Correspondent Name: Elizabeth Parsons
Address Line 1: 1825 Eye Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	F8800.1211
NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/Elizabeth Parsons/
Date:	11/03/2006

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT
(U.S. and Foreign Trademarks, Patents and other Intellectual Property)

THIS ASSIGNMENT, made this 31 day of October 2006, by PEARLMAN CORPORATION, a California corporation, d/b/a Pearl Abrasive Co. and Keystone Tools Co. (hereinafter referred to as the "Assignor"), and Pearlman Industries, Inc. a Delaware corporation, (hereinafter referred to as the "Assignee"), witnesseth:

WHEREAS, the said Assignor is the sole and rightful owner of certain ideas, inventions, patent applications therefor and patents thereon (collectively referred to as "Patents"); marks, including trademarks, service marks, certification marks, collective marks, domain names and collective membership marks, whether word, logo, or other forms of designations of origin (collectively referred to as "Marks"); trade names; designs; expressions and works of authorship; copyrights; moral rights; and other intellectual property; including but not limited to the Marks, and Patents set forth in the Schedule attached hereto (all of the foregoing collectively referred to as "Intellectual Property"); and

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor and Assignee, Assignor desires to assign, and Assignee desires to acquire, said Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Intellectual Property and all rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Intellectual Property, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignor does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Marks, including those Marks set forth in the Schedule attached hereto, together with the goodwill of the business symbolized by the Marks and the registrations and applications thereof, and all other rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Marks and/or registrations, and the right to seek renewal of such registrations, the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND for the same consideration, the Assignor does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Patents, including those Patents set forth on the Schedule hereto, and all rights which the Assignor has enjoyed thereunder both in the United States of America and

throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Patents, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents the registered Marks and Patents are currently in compliance with all formal legal requirements, including the timely post-registration filing of affidavits of use and incontestability and renewal applications, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the date hereof;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, said Assignor will, whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said Intellectual Property in any country, including but not limited to interference and opposition proceedings, is lawful and desirable, or that any registration, application for registration or renewal of said Marks, or any Patent or application for Patent is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or desirable to be done for the filing, prosecution, assignment, maintenance, enforcement and defense thereof, without charge to the said Assignee, its successors, legal representatives and assigns

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ASSIGNEE:

Signed at _____, this ____ day of October 2006.

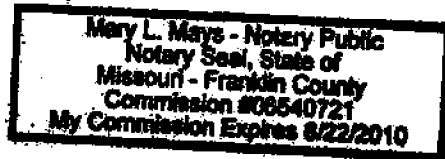
PEARLMAN INDUSTRIES, INC.

By: *Jeffery A. DePlanty*
Type Name: Jeffery A. DePlanty
Title: Secretary

STATE OF Missouri)
COUNTY OF St. Louis) ss:

On this ____ day of October 2006, personally before me came Jeffery A. DePlanty known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)



Mary L. Mays
Notary Public

ASSIGNOR:

Signed at Commerce, this 30 day of October, 2006.

PEARLMAN CORP., d/b/a PEARL ABRASIVE
COMPANY

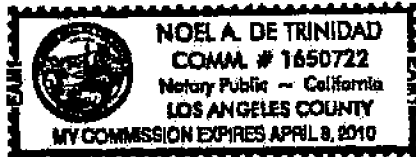
By: [Signature]
Type Name: ZACK PEARLMAN
Title: PRESIDENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On this 30th day of October 2006, personally before me came ZACK PEARLMAN -
known to me, and known to me to be the person described and who signed the annexed
assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

[Signature]
Notary Public



**SCHEDULE
INTELLECTUAL PROPERTY**

PATENTS

Title: Sanding Head for a Sanding Machine

Country	Appln. No.	Filing Date	Patent No.	Issue Date
U.S.	08/231,104	04/22/94	5,514,027	05/07/96

Title: Apparatus for Grinding Floor Surfaces and/or Cutting Grooves in Floors

Country	Appln. No.	Filing Date	Patent No.	Issue Date
U.S.	08/879,572	06/20/97	5,788,561	08/04/98

Title: Abrasive Cutting Wheel

Country	Appln. No.	Filing Date	Patent No.	Issue Date
U.S.	29/072,173	06/05/97	D401,822	12/01/98

Title: Abrasive Treatment Apparatus Having Removable Blocks

Country	Appln. No.	Filing Date	Patent No.	Issue Date
U.S.	08/584,956	01/11/96	5,683,143	11/04/97

Title: Floor Treatment Machine with Torque Limiter

Country	Appln. No.	Filing Date	Patent No.	Issue Date
U.S.	09/439,118	11/12/99	6,231,432	05/15/01

Title: Abrasive Pin for a Sanding Machine Head (Hexpin Assembly)

Country	Appln. No.	Filing Date	Patent No.	Issue Date
U.S.	29/028,375	09/13/94	D369,814	05/14/96

Title: Wheel Assembly for Floor Treatment Machine

Country	Appln. No.	Filing Date	Patent No.	Issue Date	Status/Comments
U.S.	11/239,780	09/29/05			Pending

Title: Support Accessory for Power Hand Tool

Country	Appln. No.	Filing Date	Patent No.	Issue Date
U.S.	10/087,199	03/02/02	6,623,342	09/23/03

MARKS

A. Trademark Registrations

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
U.S.	BACKSAVER	75/527,262	07/29/98	2,457,798	06/05/01
U.S.	BRONZE LINE	75/454,501	03/23/98	2,286,816	10/12/99
U.S.	ENGINEERED ECONOMY	75,527,261	07/29/98	2,457,797	06/05/01
U.S.	FLEXTRON	75/461,035	04/02/98	2,259,217	07/06/99
U.S.	HEXPIN	75,078,290	03/25/96	2,040,454	02/25/97
U.S.	PEARL	73/489,270	07/10/84	1,332,898	04/30/85
U.S.	SRT	75/527,260	07/29/98	2,482,858	08/28/01
U.S.	P (Stylized)	75/683,850	04/16/99	2,397,218	10/24/00
U.S.	KEYSTONE TOOLS	78/246,594	05/07/03	3,133,694	08/22/06
U.S.	BLADE ROLLER	76/325,897	10/16/01	2,597,944	07/23/02
Canada	P (Stylized) Design	1013955	05/03/99	TMA535606	10/24/00
Canada	KEYSTONE TOOLS CO.	1195547	11/07/03	TMA637740	04/19/05

B. Common Law Trademarks

Quickmount
 Greenback
 Fusion
 Redline
 Silver line
 Synthetic Resinoid Technology SRT
 Flextron
 Maxidisc
 Tuffmax
 StainlessMax
 Slimcut
 Turbo Cut
 Carrera
 Speedriver Technology
 Multi-EFX

Direct Sintering Technology DST
DST-PLUS
GRTX
PRO-V
Bronze Line
Countourcut
Crack-Chaser
Hexplates
Superclutch
Hexpin
Hex-Cup
Quick Change Hexpin
SawVac
Vacu-guard
Quick-attach
Buf-Vac
Sawvac
Waterkit
Blade Roller
Grinder Caddy
Saw Handle
VX-XL PRO
VX-MS
VX-RS
Vacuum-Brazed Technology VBT
Avanti
DaVinci
Combat
Recon
Reactor



PEARL ABRASIVE COMPANY
Flushcutter
Make It A Pearl
Superclutch
Sidewinder

DOMAIN NAME REGISTRATIONS

KEY-STONETOOL.COM
KEY-STONETOOLCOMPANY.COM
KEY-STONETOOLS.COM
KEYST.COM
KEYSTCO.COM

KEYSTCOMPANY.COM
KEYSTONE-TOOLCOMPANY.COM
KEYSTONE-TOOLS.COM
KEYSTONETOOLCO.COM
KEYSTONETOOLCOMPANY.COM
KEYSTONETOOLS.COM
PEARLMANCORP.COM
STONE-TOOLCO.COM
STONE-TOOLCOMPANY.COM
STONETOOLCO.COM
STONETOOLCOMPANY.COM
WSCUTTING.COM
PEARLABRASIVE.COM
THEBLADEROLLER.COM