

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
CHANNELLOCK, INC.		05/01/1998	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CHANNELLOCK, INC.		
Street Address:	1306 SOUTH MAIN STREET		
Internal Address:	P.O. BOX 519		
City:	MEADVILLE		
State/Country:	PENNSYLVANIA		
Postal Code:	16335		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0775319	CHANNELLOCK	
CORRESPONDENCE DATA			
Fax Number:	(914)723-4301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	914-723-4300		
Email:	rduff@lsllp.com		
Correspondent Name:	Renee L. Duff		
Address Line 1:	Lackenbach Siegel LLP		
Address Line 2:	One Chase Road		
Address Line 4:	Scarsdale, NEW YORK 10583		
ATTORNEY DOCKET NUMBER:	#744		
NAME OF SUBMITTER:	Renee L. Duff		
Signature:	/RLD/		

CH \$40.00 0775319

Date:

09/17/2007

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement (this "Assignment") is made as of May 1, 1998, between CHANNELLOCK, INC., a Pennsylvania corporation (the "Assignor"), and CHANNELLOCK, INC., a Delaware corporation (the "Assignee").

Preamble

The Assignor is the sole shareholder of the Assignee. The Assignor desires to assign to the Assignee, and the Assignee desires to acquire from the Assignor, the assets referenced in Exhibit A hereto (the "Assets"). Therefore, the parties hereto, intending to be legally bound hereby, agree as follows.

Agreement

1. **Assignment.** For one dollar and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, grants, conveys and assigns to the Assignee, and the Assignee hereby assumes, the Assets consisting of, without limitation, all of the Assignor's copyrights, whether or not registration has been sought, including, but not limited to, copyrights existing in catalogs, flyers, packaging designs and promotional items (hereinafter "Copyrights"); all of the Assignor's statutory and common law right, title and interest in, and obligations in, to and under, all trademarks and trade dresses (hereinafter "Trademarks") currently owned by Assignor and all trademarks hereinafter acquired by Assignor, including, without limitation, all right, title and interest in and to the Trademarks, Registrations, and Applications listed in Exhibit A, together with the goodwill, of the business symbolized by all such Trademarks; and

Assignor further assigns to Assignee, for Assignee's own use and behalf, and for the use and behalf of Assignee's successors, assigns and/or legal representatives, without limitation: the right to defend the Trademarks and Copyrights assigned herein, including all claims for damages by reason of past infringement; the right to sue for damages by reason of past infringements; and the right to collect damages for past infringements.

2. **Assumption and Indemnification.** In further consideration of the foregoing assignment by the Assignor, the Assignee hereby assumes, and agrees to pay, perform and discharge, and to indemnify and hold harmless the Assignor and its successors and assigns from and against all obligations and liabilities arising from or relating to the Assets that first accrue, or are to be performed or satisfied, on or after the date hereof, and for any failure by the Assignee to perform its obligations hereunder.

3. **Miscellaneous** The validity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations or communications made on behalf of such parties with respect to the subject matter hereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania conflicts law. This Agreement shall inure to the benefit of the parties, and their respective successors and assigns.

ATTEST:

CHANNELLOCK, INC., Assignor

W.D. Amint, President

ATTEST:

CHANNELLOCK, INC., Assignee

W.D. Amint, President

EXHIBIT A

LIST OF ASSIGNED ASSETS

All right, title and interest in and to technology and know-how relating to the development, manufacture and distribution of hand tools and the administration of the hand tool business including, without limitation, the following:

UNITED STATES OF AMERICA

Trademarks

Registration Number	Registered Date	Renewal Date	
516,728	Oct. 25, 1949	Oct. 25, 2009	Channellock (Design)
744,588	Feb. 05, 1963	Feb. 05, 2003	Channellock (Block)
744,756	Feb. 05, 1963	Feb. 05, 2003	Channellock (Block)
756,374	Sep. 10, 1963	Sep. 10, 2003	Champion DeArment
775,319	Aug. 18, 1964	Aug. 18, 2004	Channellock (Block) ✓
829,733	Jan. 06, 1967	Jan. 06, 2007	Griplock
907,170	Feb. 02, 1971	Feb. 02, 2001	Tog-L-Lock
1,252,187	Sep. 27, 1983	Sep. 27, 2003	Permalock (formerly Reg. No. 131,133)
1,285,276	Jan. 10, 1984	Jan. 10, 2004	Profitum Center
1,345,672	Jul. 02, 1985	Jul. 02, 2005	Logo (Design Only)
1,536,106	Apr 25, 1989	Apr. 25, 1999	Design Only (Blue Handles)
1,563,066	Oct. 31, 1989	Oct.31, 1999	Little Champ
1,865,583	Dec. 06, 1984	Dec. 06, 2004	Channellock Blue
1,879,533	Feb. 21, 1995	Feb. 21, 2005	420 (Word Mark)
1,879,534	Feb. 21, 1995	Feb. 21, 2005	440 (Word Mark)
1,894,835	May 23, 1995	May 23, 2005	430 (Word Mark)
1,931,624	Oct. 31, 1995	Oct. 31, 2005	Griplock (Word Mark)
2,026,348	Dec. 31, 1996	Dec. 31, 2006	Channellock (Block)
2,031,513	Jan. 21, 1997	Jan. 21, 2007	Get A Grip and Design
2,119,152	Dec. 07, 1997	Dec. 07, 2007	Get A Grip (Word Mark)
Pending	Pending		Nutbuster Filed Jan. 27, 1997

UNITED STATES OF AMERICA

Patents

Patent No.	Issue Date	
4,603,607	Aug. 05, 1986	Pivot Construction for Slip Joint Pliers and the like
5,134,908	Aug. 04, 1992	Adjustable Jaw Type Plier with Hand Protecting Over Travel Limit
Pending	Pending	Automatic Radio Frequency Machine

ARGENTINA

Trademarks

Registration Number	Registration Date	Renewal Date	
1,710,427	Jul. 31, 1992	Jul. 31,2002	Channellock (Block)
1,748,644	May 29, 1992	May 29, 2002	Channellock (Logo)