

**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
POWERMATE CORPORATION	FORMERLY COLEMAN POWERMATE, INC.	03/10/2008	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	MAT INDUSTRIES LLC
Street Address:	625 Barclay Blvd.
City:	Lincolnshire
State/Country:	ILLINOIS
Postal Code:	60069
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78322883	COOL TOOLS TAKING AIR POWER TO THE NEXT LEVEL!
Serial Number:	78020330	DUALPOWER
Serial Number:	78081207	INVECTOR
Serial Number:	78078409	POWERBENCH
Serial Number:	73633613	SANBORN
Serial Number:	75767609	TOPS
Serial Number:	78029436	WIDE TRACK

CORRESPONDENCE DATA

Fax Number: (414)297-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 414-297-5723  
 Email: ptomailmilwaukee@foley.com  
 Correspondent Name: Richard J. McKenna  
 Address Line 1: 777 East Wisconsin Avenue

OP \$190.00 78322883

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 085401-0107

NAME OF SUBMITTER: Kenneth M. Alvord II

Signature: /KMA/

Date: 04/30/2008

Total Attachments: 3  
source=US,CAN TRADEMARKS#page1.tif  
source=US,CAN TRADEMARKS#page2.tif  
source=US,CAN TRADEMARKS#page3.tif

TRADEMARK ASSIGNMENT

WHEREAS, POWERMATE CORPORATION, a Nebraska corporation ("ASSIGNOR") is the current owner of the trademark registrations/applications and all associated rights listed on the attached Exhibit A (the "Mark(s)"); and

WHEREAS, MAT INDUSTRIES LLC, an Illinois limited liability company ("ASSIGNEE"), wishes to acquire the Marks together with the goodwill and that portion of the ongoing and existing business in connection with which the Mark(s) are used;

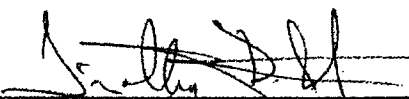
NOW, THEREFORE, in consideration of and in exchange for \$1.00 and other valuable and legally sufficient consideration, the receipt of which ASSIGNOR hereby acknowledges, ASSIGNOR hereby agrees to and does sell, assign and transfer to ASSIGNEE its entire right, title and interest in and to the Mark(s) together with the goodwill and that portion of the ongoing and existing business to which the Mark(s) pertain, as well as all rights of enforcement and recovery for past infringement. ASSIGNOR further agrees to take all reasonable and necessary steps to implement the provisions of this assignment.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

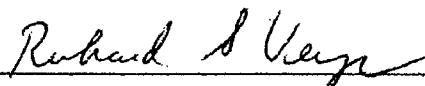
IN WITNESS WHEREOF, a duly authorized officer of ASSIGNOR and ASSIGNEE have executed this Agreement on this 10th day of March, 2008.

POWMATE CORPORATION

MAT INDUSTRIES LLC

By:   
Its: Timothy Boates, Chief Financial  
Officer

By: \_\_\_\_\_  
Its: \_\_\_\_\_

  
Witness

  
Witness

**TRADEMARK ASSIGNMENT**

WHEREAS, POWERMATE CORPORATION, a Nebraska corporation ("ASSIGNOR") is the current owner of the trademark registrations/applications and all associated rights listed on the attached Exhibit A (the "Mark(s)"); and

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IN WITNESS WHEREOF, a duly authorized officer of ASSIGNOR and ASSIGNEE have executed this Agreement on this 10th day of March, 2008.

POWERMATE CORPORATION

MAT INDUSTRIES LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Heather J Howard  
Its: Manager

\_\_\_\_\_  
Witness

[Signature]  
\_\_\_\_\_  
Witness

**EXHIBIT A**

**US TRADEMARK ASSETS**

<b>Trademark</b>	<b>Country</b>	<b>Classes</b>	<b>Case</b>	<b>Application No.</b>	<b>Filing</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
COOL TOOLS - TAKING AIR POWER TO THE NEXT LEVEL	USA	7	230858	78/322883	4-Nov-03			Pending / Suspended
DUAL POWER	USA	7	306908	78/020330	9-Aug-00	2652972	19-Nov-02	Registered
INDUSTRIAL AIR								Common Law
INVECTOR	USA	7	306906	78/081207	27-Aug- 01	2660897	10-Dec-02	Registered
POWERBENCH	USA	7	306905	78/078409	9-Aug-01	2703253	1-Jan-03	Registered
SANBORN	USA	7	306897	73/633613	4-Dec-86	1478299	1-Mar-88	Registered
TOPS	USA	7	306892	75/767609	Aug-99	2410319	5-Dec-00	Registered
WIDE TRACK	USA	7	306903	78/029436	6-Oct-00	2679021	21-Jan-03	Registered

**CANADIAN TRADEMARK ASSETS**

<b>Trademark</b>	<b>Country</b>	<b>Classes</b>	<b>Case</b>	<b>Application No.</b>	<b>Filing</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
DUAL POWER	Canada	7	306502	1087713	28-Dec-00	586902	8-Aug-03	Registered