

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hantover, Inc.		01/28/2009	CORPORATION: MISSOURI
Sanwa Professional Cutlery, Inc.		01/27/2009	CORPORATION: MISSOURI
ARY, Inc.		01/27/2009	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	135 South LaSalle Street
<b>Internal Address:</b>	Suite 425
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	national bank association: ILLINOIS

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	73514219	"THE KNOCKER"
Serial Number:	78450743	POWER KNOCKER
Serial Number:	75014155	POWER KNOCKER
Serial Number:	75242934	POP'S
Serial Number:	75752928	GLOVE COMPARTMENT
Serial Number:	75752927	KNIFE BLOCK
Serial Number:	78945425	GAMEMASTER
Serial Number:	78875514	KAPOOSH
Serial Number:	78286864	TRIMIT
Serial Number:	78678948	ARY
Serial Number:	78534895	ARY
Serial Number:	78747186	COMFORT GRIP

CH \$440.00 73514219

Serial Number:	78978680	COMFORT GRIP
Serial Number:	78739261	MAXX WEAR
Serial Number:	78945437	TOTAL FRESHNESS SYSTEM
Serial Number:	74199519	VACMASTER
Serial Number:	73608880	SANWA COMFORT GRIP

**CORRESPONDENCE DATA**

Fax Number: (312)876-1155

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

Phone: 312-627-2281

Email: msalzman@dykema.com

Correspondent Name: Martin Salzman, Dykema Gossett PLLC

Address Line 1: 10 South Wacker Drive

Address Line 2: Suite 2300

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	103655-0027
NAME OF SUBMITTER:	Martin W. Salzman
Signature:	/MartinWSalzman/
Date:	03/09/2009

**Total Attachments: 19**

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**AMENDMENT NO. 1 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") dated as of November 21, 2008, to that certain Trademark Collateral Assignment and Security Agreement dated as of June 24, 2002 (the "Trademark Security Agreement") made by Hantover, Inc., a Missouri corporation, Sanwa Professional Cutlery, Inc., a Missouri corporation, and ARY, Inc., a Missouri corporation (the "Borrower") in favor of Bank of America, N.A., with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 (the "Lender") is made as of November 21, 2008.

WHEREAS, the Borrower and Lender are parties to that certain Second Amended and Restated Loan and Security Agreement dated as of November 21, 2008, as it may be amended from time to time, pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its trademarks, trademark applications, tradenames, service marks, service mark applications and goodwill (collectively, "Trademarks");

WHEREAS, Hand Tool Vertical De Mexico, S.A. De C.V., a Variable Capital Limited Liability Company, of mercantile nature, organized pursuant to the laws of the United Mexican States, is no longer a borrower and is hereby released as a party to the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was not recorded in the United States Patent and Trademark Office and the parties desire to record the Trademark Security Agreement, as amended by this Amendment;

WHEREAS, since the date of the Borrower's execution of the Trademark Security Agreement, the Borrower has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, the Borrower also wishes to eliminate from the list of Trademarks identified on the Trademark Security Agreement, those trademarks that were erroneously included thereon; and

WHEREAS, in accordance with Section 5 of the Trademark Security Agreement, the parties agree to amend the Trademark Security Agreement to correctly identify the trademarks which are the subject to the Trademark Security Agreement, as amended hereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Corrected Schedule. Amendment No. 1 to Schedule A is the combined list and corrected list of all Trademarks and Tradenames that are part of the Trademark Security Agreement, as amended hereby.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, the Borrower and the Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

HANTOVER, INC.,  
a Missouri corporation

By: Bernard G. Huff  
Bernard G. Huff  
President

SANWA PROFESSIONAL CUTLERY, INC.,  
a Missouri corporation

By: Bernard G. Huff  
Bernard G. Huff  
President

ARY, INC.,  
a Missouri corporation

By: Bernard G. Huff  
Bernard G. Huff  
President

Agreed and Accepted as of 18<sup>th</sup> day of  
January, 2009

**BANK OF AMERICA, N.A.,**

By: [Signature]  
Its [Signature]  
(m:\dept\ab\ab\forms\lbei standard\std-1171.doc)

STATE OF MISSOURI )  
 ) ss.  
COUNTY JACKSON )

On this 18<sup>th</sup> day of January, 2009, before me appeared Bernard G. Huff, to me personally known, who, being by me duly sworn, did say that he is the President of Hantover, Inc., and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Bernard G. Huff acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

DAVID H. VAUGHT  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Jackson County  
My Commission Expires: Jul. 28, 2012  
COMMISSION 808440962

David H. Vaught  
Notary Public

My commission expires: 7/28/12

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 27<sup>th</sup> day of January, 2009, before me appeared Bernard G. Huff, to me personally known, who, being by me duly sworn, did say that he is the President of Sanwa Professional Cutlery, Inc., and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Bernard G. Huff acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

DAVID H. VAUGHT  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Jackson County  
My Commission Expires: Jul. 28, 2012  
COMMISSION 808440962

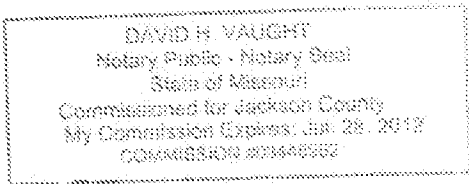
David H. Vaught  
Notary Public

My commission expires: 7/28/12

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 27<sup>th</sup> day of January, 2009, before me appeared Bernard G. Huff, to me personally known, who, being by me duly sworn, did say that he is the President of ARY, Inc., and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Bernard G. Huff acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



David H. Vaught  
Notary Public

My commission expires: 7/28/12

ACKNOWLEDGMENT

STATE OF Illinois )  
COUNTY OF Cook )SS.

I, Debra Addison, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT John D. Whitstine, the Vice President of Bank of America, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of February, 2009.

Debra Addison  
Notary Public  
Cook County, Illinois

My Commission Expires:

04/12/2011





**EXHIBIT 1**  
**COPY OF TRADEMARK SECURITY AGREEMENT DATED JUNE 24, 2002**

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045LLC-20533D

CHICAGO\2553138.3  
IDMWS

**TRADEMARK**  
**REEL: 003948 FRAME: 0271**

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

This AGREEMENT is made this 24th day of June, 2002 by and between Hantover, Inc., a Missouri corporation, Saawa Professional Cutlery, Inc., a Missouri corporation, ARY, Inc., a Missouri corporation and Hand Tools Vertical De Mexico, S.A. De C.V., a Variable Capital Limited Liability Company, of mercantile nature, organized pursuant to the laws of the United Mexican States, each with an office at 10301 Hickman Mills Drive, Kansas City, Missouri 64137 (collectively referred to herein as "Grantor"), and Bank of America, N. A. (the "Lender") with its office at 1200 Main Street, 12<sup>th</sup> Floor, Mail Code: MO8-060-12-02, Kansas City, Missouri 64105.

**PRELIMINARY STATEMENT.** Grantor has executed and delivered to Lender an Amended and Restated Loan and Security Agreement of this same date (as amended from time to time, the "Loan Agreement") which provides that Lender shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Grantor in such amounts and in the manner provided for in the Loan Agreement. In order to induce Lender to execute and deliver the Loan Agreement and extend the loans provided for therein, Grantor has agreed to grant to Lender a security interest in, and collaterally assign to Lender, certain trademark and tradename rights.

This Agreement is being executed contemporaneously with the Loan Agreement under which Lender has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Trademarks, as defined hereinafter. The Loan Agreement provides that Lender shall have the right to foreclose on the Trademark Collateral, as defined hereinafter, and the Other Assets, upon the occurrence of an Event of Default, as defined in the Loan Agreement, in order that any owner of the Trademark Collateral may continue the manufacture of products under the Trademark and maintain substantially the same product specifications and quality as maintained by Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

1. **Grant of Security Interest: Collateral Assignment.**

(a) To secure the complete and timely satisfaction of the Obligations, as defined in the Loan Agreement (the "Obligations"), Grantor hereby grants to the Bank a continuing security interest in all of its right, title and interest in and to the United States and foreign country trademark(s), trade name(s) and service mark(s) listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "Trademarks"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademark Rights"), and the goodwill of the business to which the

Trademarks relate (the "Associated Goodwill") (the renewals thereof, license royalties to sue for past, Trademarks, the Trademark Rights, and the Associated Goodwill are collectively called the "Trademark Collateral").

(b) In addition to the grant of security interest provided in paragraph 1(a), Grantor hereby agrees to assign and convey to Lender all of its right, title and interest in and to the Trademark Collateral upon an Event of Default; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default, as defined in the Loan Agreement.

2. Representations, Warranties and Covenants of Grantor. Grantor represents, covenants and warrants to Lender that:

(a) The registrations on the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) The Trademarks are valid and enforceable;

(c) Grantor represents that to the best of its knowledge, no claim has been made that the use of the Trademarks does or may violate the rights of any third person;

(d) Grantor, subject to the rights of Lender granted herein, is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses (except for limited non-exclusive licenses in connection with dealer/distributor agreements), registered user agreements and covenants by Grantor not to sue third persons;

(e) Grantor has the unqualified right to enter into this Agreement and to perform its terms;

(f) Grantor shall use for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademarks;

3. Inspection Rights. Grantor hereby grants to Lender and its employees, agents and designees the right to visit Grantor's plants and facilities which manufacture, inspect or store products sold under the Trademarks, and to inspect the products and quality control records relating thereto.

4. Further Assurances. Grantor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement but other than non-exclusive license agreements to its customers) which is inconsistent with Grantor's obligations under this Agreement, without Lender's prior written consent not to be unreasonably withheld. Grantor further agrees that at any time and from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be

necessary or desirable, or that Lender may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

5. Additional Trademarks. If, before the obligations shall have been satisfied in full, Grantor shall obtain rights to any registrations of any new trademark(s), trade name(s) or service mark(s), or application(s) therefor, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give Lender prompt written notice thereof.

6. Modification by Lender. Grantor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s) or service mark(s), or future applications(s) therefor, covered by paragraphs 1 and 5 hereof, without the signature of Grantor to the extent permitted by applicable law, but with prior written notice.

7. Grant of License to the Lender. Grantor hereby agrees and does hereby grant to Lender a license to use the Trademarks in connection with the Collateral, as defined in the Loan Agreement, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral, as defined in the Loan Agreement, by or to Lender pursuant to the Loan Agreement and/or this Agreement following an Event of Default as defined in the Loan Agreement. The license to be granted in this paragraph 7 may be transferred by Lender, without Grantor's consent, to any successor of Lender, any assignee of Lender and/or any purchaser or other transferee of any or all of the Collateral, as defined in the Loan Agreement from Lender. This license may not be revoked until all of the Obligations have been satisfied in full.

8. Rights of Grantor. Unless and until there shall have occurred an Event of Default, as defined in the Loan Agreement, Grantor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademarks on and in connection with products sold by Grantor, for Grantor's own benefit and account and for none other. Grantor agrees not to sell or assign its interest in, or grant any license under the Trademarks or the other Trademark Collateral, other than the license to Lender hereunder and non-exclusive license agreements to its customers, without the prior written consent of Lender, not to be unreasonably withheld.

9. Default. If any Event of Default, as defined in the Loan Agreement, shall have occurred, Grantor's right to use the Trademarks shall terminate forthwith upon written notice of such termination from Lender, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

10. Termination of Agreement. At such time as Grantor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Grantor, at Grantor's expense, and without recourse, representation or warranty, all releases, deeds, assignments and other instruments as may be necessary or

proper to re-vest in Grantor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Preservation of Trademark Rights. Grantor shall undertake all reasonable business activities which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any Trademarks without the prior written consent of Lender not to be unreasonably withheld. Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks. Grantor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, attorneys' fees, incurred by Lender in the fulfillment of any provision of this paragraph 11.

12. Lender Appointed Attorney-in-Fact. Grantor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact following an Event of Default as defined in the Loan Agreement, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Security Agreement.

13. Lender May Act. If Grantor fails to comply with any of its obligations hereunder and following an Event of Default as defined in the Loan Agreement, Lender may do so in Grantor's name or in Lender's name to the extent permitted by applicable law, but at Grantor's expense, and Grantor hereby agrees to reimburse Lender in full for all expenses, including, without limitation, attorneys' fees, incurred by Lender in protecting, defending or maintaining the Trademark Collateral or any part thereof.

14. No Waiver. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Loan Agreement, or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercises of any other right, power or privilege.

15. Rights Cumulative. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or

provision, or jurisdiction, and shall not in any manner affect such clause or provision in other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

18. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Grantor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws the State of Missouri.

[Signatures appear on the following page]

WITNESS the execution hereof under seal as of the day and year first above written.

HANTOVER, INC.,  
a Missouri corporation

By: Bernard G. Huff  
Bernard G. Huff  
President

SANWA PROFESSIONAL CUTLERY, INC.,  
a Missouri corporation

By: Bernard G. Huff  
Bernard G. Huff  
President

ARY, INC.,  
a Missouri corporation

By: Bernard G. Huff  
Bernard G. Huff  
President

HAND TOOLS VERTICAL DE MEXICO, S.A.  
DE C.V.

By: Bernard G. Huff  
Bernard G. Huff  
President

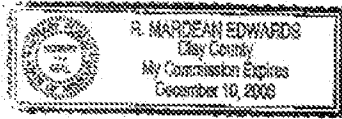
BANK OF AMERICA, N.A.

By: Eric Havens  
~~Diana Smith~~ Eric Havens  
Vice President

STATE OF MISSOURI )  
 ) ss.  
COUNTY JACKSON )

On this 26 day of June, 2002, before me appeared Bernard G. Huff, to me personally known, who, being by me duly sworn, did say that he is the President of Hantover, Inc., and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Bernard G. Huff acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



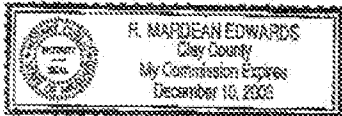
R. Mardian Edwards  
Notary Public

My commission expires: Dec 10, 2003

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 26 day of June, 2002, before me appeared Bernard G. Huff, to me personally known, who, being by me duly sworn, did say that he is the President of Sarwa Professional Cutlery, Inc., and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Bernard G. Huff acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



R. Mardian Edwards  
Notary Public

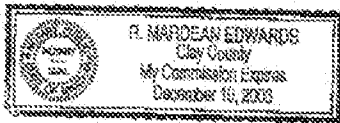
My commission expires: Dec 10, 2003



STATE OF MISSOURI )  
 ) ss.  
COUNTY JACKSON )

On this 26 day of June, 2002, before me appeared Bernard G. Huff, to me personally known, who, being by me duly sworn, did say that he is the President of Hanover, Inc., and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Bernard G. Huff acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



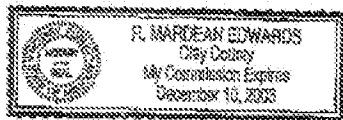
R. Mardean Edwards  
Notary Public

My commission expires: Dec 10, 2003

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 26 day of June, 2002, before me appeared Bernard G. Huff, to me personally known, who, being by me duly sworn, did say that he is the President of Sanwa Professional Cutlery, Inc., and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Bernard G. Huff acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



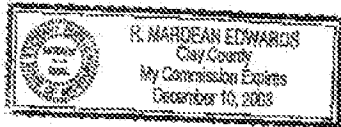
R. Mardean Edwards  
Notary Public

My commission expires: Dec 10, 2003

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 26 day of June, 2002, before me appeared Dianne Smith, to me personally known, who, being by me duly sworn, did say that she is a Vice President of Bank of America, N.A., and that said instrument was signed in behalf of said national banking association, by authority of its Board of Directors; and said Dianne Smith acknowledged said instrument to be the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



R. Marden Edwards  
Notary Public

My commission expires: Dec 10, 2003

SCHEDULE A

TRADEMARKS

1. Hantover, Inc.

Tradenames

Comfort Grip  
Comfort Grip II  
Comfort Grip 3000  
Kai Cut  
The Knucker  
Power Knocker  
Pop's  
Glove Compartment  
Knife Block  
Tag Fast  
Tag Fast II

2. Sanwa Professional Cutlery, Inc.

Vacmaster  
Sanwa Comfort Grip

3. ARY, Inc.

4. Hand Tools Vertical de Mexico, S.A. de C.V.

Hand Tools Vertical de Mexico (Application in Process)

CCMDOCS 412104v1

AMENDMENT NO. 1 TO SCHEDULE A

HANTOVER, INC.

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
The Knocker	73514219	07/09/85
Power Knocker	78450743	02/28/06
	75014155	05/18/99
Pop's	75242934	09/08/98
Glove Compartment	75752928	09/08/98
Knife Block	75752927	12/05/00
GameMaster	78945425	10/23/07
Kapoosh	78875514	05/03/06
TrimIt	78286864	09/10/04

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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ARY, INC

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
ARY	78678948	07/25/06
	78534895	04/11/06
Comfort Grip	78747186	11/04/05
	78978680	11/04/05
MAXX WEAR	78739261	11/21/06
Total Freshness Systems	78945437	08/04/06
Vacmaster	74199519	08/11/92

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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SANWA PROFESSIONAL CUTLERY, INC.

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Sanwa Comfort Grip	73608880	12/22/87