

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greapo Power Tools (Suzhou) Co., Ltd.		04/13/2009	business entity: CHINA
RECEIVING PARTY DATA			
Name:	Positec Group Limited		
Street Address:	Level 28, Three Pacific Place		
Internal Address:	1 Queen's Road East		
City:	Hong Kong Special Administrative Region		
State/Country:	CHINA		
Entity Type:	CORPORATION: CHINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2932683	WORX	
Registration Number:	3102904	WORX	
Registration Number:	3200297	WORX	
Serial Number:	78691191	WORX	
Serial Number:	77415278	WORX AIR	
Serial Number:	77415406	WORX ECO	
CORRESPONDENCE DATA			
Fax Number:	(502)588-1960		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5026252784		
Email:	sduvall@midreut.com		
Correspondent Name:	Scot A. Duvall		
Address Line 1:	2500 Brown & Williamson Tower		
Address Line 2:	MIDDLETON REUTLINGER		
Address Line 4:	Louisville, KENTUCKY 40202		

OP \$165.00 2932683

ATTORNEY DOCKET NUMBER:	ZM981-07033
DOMESTIC REPRESENTATIVE	
Name:	Scot A. Duvall
Address Line 1:	2500 Brown & Williamson Tower
Address Line 2:	MIDDLETON REUTLINGER
Address Line 4:	Louisville, KENTUCKY 40202
NAME OF SUBMITTER:	Scot A. Duvall
Signature:	/Scot A. Duvall/
Date:	05/11/2009
Total Attachments: 2 source=ExecAssmt-041309#page1.tif source=ExecAssmt-041309#page2.tif	

AGREEMENT AND ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT AND ASSIGNMENT is between Positec Group Limited ("Positec" or "Assignee"), a China corporation having a principal place of business at Level 28, Three Pacific Place, 1 Queen's Road East, Hong Kong Special Administrative Region, China; and Greapo Power Tools (Suzhou) Co., Ltd. ("Greapo" or "Assignor"), a business entity organized and existing under the laws of China, located and doing business at 11 Yangqing Road, Suzhou Industrial Park, Banjing Industrial Dist. Loufeng Area, Suzhou 215021, China, and is effective as of the 13th day of April, 2009 (the "Effective Date").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks attached on Schedule A hereto (collectively, the "Marks") in the United States of America, the related registrations referenced therein arising under United States federal law (the "Registrations"); and the pending applications referenced therein arising under United States federal law, with respect to each of which a Statement of Use has been filed pursuant to Section 1(a) of the Lanham Act (the "Applications"), thereby making permissible, pursuant to Section 10 of the Lanham Act, the assignment of the Applications originally founded on Section 1(b) of the Lanham Act;

NOW, THEREFORE, in consideration of one dollar (U.S. \$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

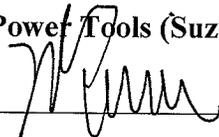
1. Assignor hereby assigns to Assignee, as of the Effective Date, without any restrictions, reservations, or limitations other than specifically set forth in this Assignment:
 - a. All right, title and interest in and to the Marks, Registrations, and Applications, together with the goodwill of the business connected with the use of and symbolized by the Marks, arising under the federal, state, and common law of the United States of America, including the right to register the Marks in Assignee's name in the United States of America; and
 - b. All claims and rights associated with the Marks, Registrations, and Applications arising under the federal, state, and common law of the United States of America, including the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Marks, Registrations, or Applications arising under the federal, state, or common law of the United States of America, and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery).
2. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

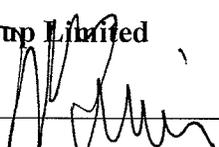
3. The undersigned Assignee hereby declares that it agrees to the terms of the foregoing Agreement and Assignment and accepts the foregoing Assignment under the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement and Assignment to be duly executed by their authorized officers, effective as of the Effective Date.

Greapo Power Tools (Suzhou) Co., Ltd.

Positec Group Limited

By: 

By: 

Print Name: Mr. KO YAN

Print Name: Mr. KO YAN

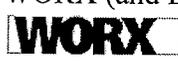
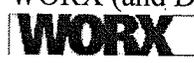
Title: Director

Title: Managing Director

Date: April 13, 2009

Date: April 13, 2009

SCHEDULE A

Trademark	App No. (Reg. No.)	Classes	Date
WORX (and Design) 	78-158482 (2,932,683)	007	March 15, 2005 (Reg.)
WORX (and Design) 	78-230017 (3,102,904)	007	June 13, 2006 (Reg.)
WORX (and Design) 	78-230019 (3,200,297)	008	January 23, 2007 (Reg.)
WORX	78-691191	007, 008	August 12, 2005 (Filing)
WORX AIR	77-415278	007	March 12, 2008 (Filing)
WORX ECO	77-415406	007	March 12, 2008 (Filing)