

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
GMCA PTY LTD		10/30/2008	CORPORATION: AUSTRALIA

RECEIVING PARTY DATA

Name:	GMC WORLDWIDE PTY LTD
Street Address:	C/- Carrington Meyers, Suite 1A, Ground Floor
Internal Address:	182 Victoria Parade
City:	East Melbourne ,Victoria
State/Country:	AUSTRALIA
Entity Type:	CORPORATION: AUSTRALIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78767332	GMC STRIKE
Serial Number:	78763672	GMC TURBINE
Serial Number:	78761144	BRUSHOW
Serial Number:	78828480	MAGNESIUM
Serial Number:	78828438	STRIKE ALLNAILER
Serial Number:	78634607	ALLNAILER
Serial Number:	78024373	TRITON
Serial Number:	77333471	SAW CAM
Serial Number:	77357419	LI-ION
Serial Number:	77325276	GMC CARBON FIBRE
Serial Number:	77357370	GMC SAW CAM
Serial Number:	76543780	GMC GLOBAL MACHINERY COMPANY SWITCHBLADE
Serial Number:	76554889	3G
Serial Number:	76462482	LIGHTSABRE

OP \$415.00 78767332

Serial Number:	76438825	REDEYE
Serial Number:	76048148	GMC GLOBAL MACHINERY COMPANY

CORRESPONDENCE DATA

Fax Number: (847)919-4631
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 847-509-0045
Email: howard@hfine.com
Correspondent Name: Howard R. Fine
Address Line 1: 2100 Sanders Road, Suite 200
Address Line 4: Northbrook, ILLINOIS 60062

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Howard R. Fine
Signature:	/Howard R. Fine/
Date:	10/30/2009

Total Attachments: 6
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GMCA PTY LTD
ACN 086 230 086

and

GMC WORLDWIDE PTY LTD
ACN 077 791 872

Deed of Assignment
of Trade Marks

KAHNS
LAWYERS

Parkview, Level 9, 341 Queen Street, Melbourne, Vic 3000
PO Box 13226, Law Courts PO, Melbourne, Vic 8010
Telephone +61 (3) 9642 1833 Facsimile +61 (3) 9642 0018
ABN 78 629 427 810
Ref: 08/0051

THIS DEED dated

30 October

2008

BETWEEN:

GMCA PTY LTD ACN 086 230 668

of C/- Carrington Myers, Suite 1A, Ground Floor,
182 Victoria Parade, East Melbourne, Victoria, Australia

("Assignor")

AND

GMC WORLDWIDE PTY LTD ACN 077 791 872

of C/- Carrington Myers, Suite 1A, Ground Floor,
182 Victoria Parade, East Melbourne, Victoria, Australia

("Assignee")

RECITALS

- A. The Assignor is the proprietor of the Trade Marks, which are the subject of trade mark applications and registrations in the United States, the details of which are set out in the attached Schedule.
- B. The Assignor has agreed to assign to the Assignee, and the Assignee agreed to take an assignment from the Assignor of, each of the Trade Marks.
- C. The parties have agreed to confirm the assignment of the Trade Marks by executing this Deed.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

"**Business Day**" means Monday to Friday excluding national public holidays.

"**Clause**" means a clause in this Deed.

"**Deed**" means this document and includes any schedules and annexures.

"**Trade Marks**" means the trademarks listed and referred to in the Schedule.

"**Schedule**" means any schedule to this Agreement.

1.2 Interpretation

In this Deed unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations and bodies politic;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) an obligation incurred by two or more parties shall be enforceable against them jointly and severally;
- (f) the Clause headings or sub-headings shall not be deemed to be part of this Deed and shall not be used in its interpretation or construction; and
- (g) unless otherwise stated, all prices in this Deed are in Australian dollars.

2. ASSIGNMENT

The Assignor assigns, and transfers over absolutely to the Assignee all of the Assignor's rights in and to each of the Trade Marks, together with any and all rights the Assignor may have in those Trade Marks anywhere in the world. The assignment includes the goodwill of the business of the Assignor concerned in the goods and services in respect of which the Trade Marks have been used, and includes the right to sue for any past infringements of the Trade Marks.

3. ASSIGNEE MAY TRANSFER RIGHTS

The parties agree that the Assignee may assign the benefit of this document to a third party without the Assignor's consent.

4. NOTICES

Any demand notice or document under this Deed may be made or given by an officer of a party or a solicitor of a party and shall be sufficiently served or delivered if served or delivered personally or if posted by prepaid post addressed to the party to be served at his address as shown in this Deed and in the case of service by post shall be deemed served on the second business day after posting and in the case of service by facsimile transmission shall be deemed served on the date received by the addressee.

5. GENERAL

5.1 Transfer Fees

The Assignee agrees to pay all transfer, documentary and any other fees associated with registration or filing of this Deed of any ancillary document evidencing the assignment of the Trade Marks.

5.2 Legal Costs

Subject to any express provision in this document to the contrary, each party agrees to pay its own legal costs and expenses relating to this document.

5.3 Amendment

This document may only be amended or replaced by a document duly executed by the parties.

5.4 Waiver and Exercise of Rights

- (a) A single or partial exercise or waiver of a right relating to this document will prevent any other exercise of that right or the exercise of any other right.
- (b) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of right.

5.5 Rights Cumulative

The rights of a party under this document are cumulative and are in addition to any other rights of that party, subject to any express provision in this document to the contrary.

5.6 Further Assurance

Each party must promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this document and any transaction contemplated by it.

5.7 Governing Law and Jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws in force in Victoria.
- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

5.8 Counterparts

This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

5.9 Effect of Execution

This document is not binding on any party unless it or a counterpart has been duly executed by, or on behalf of, each person named as a party to the document.

5.10 Entire Understanding

- (a) This document embodies the entire understanding and agreement between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter if this document are merged in and superseded by this document and are of no force or effect whatever and no party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document, or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

5.11 Severance

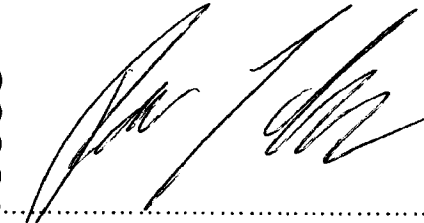
Each provision of this document is severable from the others and the severance of a provision does not affect any other provision.

**SCHEDULE
TRADEMARKS**

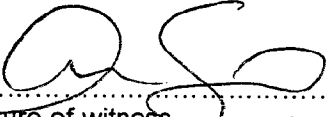
Trademark	Serial No.	Reg. No.
GMC STRIKE	78767332	
GMC TURBINE	78763672	
BRUSHOW	78761144	3274443
MAGNESIUM	78828480	
STRIKE ALLNAILER	78828438	3329241
ALLNAILER	78634607	3210259
TRITON	78024373	3349227
SAW CAM	77333471	
LI-ION	77357419	
GMC CARBON FIBRE	77325276	
GMC SAW CAM	77357370	
GMC GLOBAL MACHINERY COMPANY SWITCHBLADE	76543780	3315062
3G	76554889	3352807
LIGHTSABRE	76462482	2836014
REDEYE	76438825	2923782
GMC GLOBAL MACHINERY COMPANY	76048148	2751651

EXECUTED AS A DEED:

SIGNED SEALED AND DELIVERED by
PETER JOHN HOSKING as attorney for
GMCA PTY LTD under power of
attorney dated 1 July 2006
in the presence of:


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)
)
.....


By executing this deed the attorney states
that the attorney has received no notice of
revocation of the power of attorney

.....

Signature of witness

.....
ANA SOTO
Name of witness (block letters)

SIGNED SEALED AND DELIVERED by
JOHN CASCONE as attorney for
GMC WORLDWIDE PTY LTD under
power of attorney dated 1 July 2006
in the presence of:

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)
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By executing this deed the attorney states that
the attorney has received no notice of
revocation of the power of attorney

.....

Signature of witness

.....
ANA SOTO
Name of witness (block letters)