### 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
Pratt-Read Corporation		03/19/2010	CORPORATION: CONNECTICUT

### **RECEIVING PARTY DATA**

Name:	Pratt-Read Tools, LLC
Street Address:	1000 Park Avenue
City:	Sycamore
State/Country:	ILLINOIS
Postal Code:	60178
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3068788	GRIP-N-DRIVE
Registration Number:	3402309	LOTT-O-BITS
Registration Number:	2047788	PRATT-READ
Registration Number:	3443121	UNIVERSAL L-KEY

#### **CORRESPONDENCE DATA**

Fax Number: (312)984-7700

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

Phone: 312-372-2000

Email: chicago\_ip\_docket@mwe.com, jbisbikis@mwe.com,

kwalsh@mwe.com

Correspondent Name: John Bisbikis, McDermott Will & Emery

Address Line 1: 227 W. Monroe Street

Address Line 2: Suite 4400

900158408

Address Line 4: Chicago, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER: 001939-0064

TRADEMARK

REEL: 004176 FRAME: 0778

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NAME OF SUBMITTER:	John G. Bisbikis
Signature:	/John G. Bisbikis/
Date:	03/30/2010
Total Attachments: 6 source=pratt reed trademark assignment#p	age2.tif age3.tif age4.tif age4.tif

### TRADEMARK ASSIGNMENT

WHEREAS, Pratt-Read Corporation, a Connecticut corporation ("Assignor"), is the sole and exclusive owner of the trademarks, service marks, and trade names listed in the attached **Schedule A** (the "Trademarks");

WHEREAS, Assignor desires to sell, transfer, and assign all of Assignor's right, title, and interest in and to the Trademarks, together with all of the goodwill of the business associated with the Trademarks, to Pratt-Read Tools, LLC, a Delaware limited liability company ("Assignee"), on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and among the Assignor and Assignee dated as of March 12, 2010 ("Asset Purchase Agreement"); and

WHEREAS, the Assignor wishes to herein memorialize said assignment, transfer and sale of the Trademarks to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Asset Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Assignee and Assignee has accepted and assumed and by these presents does accept and assume, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives and Assignee does hereby assume all obligations with respect thereto arising from and after the date hereof;

AND, Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this assignment.

This Agreement Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assigner and Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 19th day of March, 2010.

ASSIGNOR	ASSIGNEE
Pratt-Read Corporation  By //	Pratt-Read Tools, LLC
ву 1.2.С.	Ву
Name: H. B. Comstock	Name:
Title: President and CEO	Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 19th day of March, 2010.

ASSIGNOR	ASSIGNEE
Pratt-Read Corporation	Pratt-Read Tools, LLC
Ву	By Jone W. Materland
Name:	Name: James M. Pfotenhauer
Title:	Title: Manager

[Signature Page to Trademark Assignment]

Schedule A

# Registered Trademarks

Mark	Country	Registration No. [Application No.]	Registration Date [Application Date]
GRIP-N-DRIVE (Stylized)	USA	3,068,788 [76/584,911]	03/14/2006 [04/01/2004]
LOTT-O-BITS	USA	3,402,309 [76/666,379]	03/25/2008 [09/21/2006]
PRATT-READ	USA	2,047,788 [75/099,083]	03/25/1997 [05/06/1996]
UNIVERSAL L-KEY	USA	3,443,121 [76/679,922]	06/03/2008 [07/26/2007]

## Schedule A (Cont'd.)

## **Unregistered Trademarks**

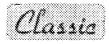
**PRQ**<sub>(Stylized)</sub>

PRQ



(Logo)

BLACK PEARL



(Logo)

CLASSIC



(Logo)

CCG CONTRACTOR CUSHION GRIP



CCG CONTRACTOR CUSHION GRIP PLUS



(Logo)

**BIG GRIP** 



(Logo)

FASTENER DRIVE SYSTEM

**EASY AS 1-2-3** 

## L-DRIVER

## **SUPER STUBBY**

PRQ2

AST (Automotive Services Technicians)

ECT (Electrical Contractors & Technicians

**Pratt-Read Tools** 

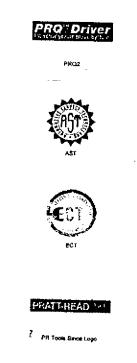
**Speed-Driver** 

**Drive-Write** 

A & L Handles

# Schedule A (Cont'd.)

# **Unregistered Trademarks**



**RECORDED: 03/30/2010**