

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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	001939-0064		

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**TRADEMARK
 REEL: 004176 FRAME: 0778**

NAME OF SUBMITTER:	John G. Bisbikis
Signature:	/John G. Bisbikis/
Date:	03/30/2010
Total Attachments: 6 source=pratt reed trademark assignment#page1.tif source=pratt reed trademark assignment#page2.tif source=pratt reed trademark assignment#page3.tif source=pratt reed trademark assignment#page4.tif source=pratt reed trademark assignment#page5.tif source=pratt reed trademark assignment#page6.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 Assignor 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

Pratt-Read Tools, LLC

By H. B. Comstock

By _____

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

Pratt-Read Corporation

By _____

Name: _____

Title: _____

ASSIGNEE

Pratt-Read Tools, LLC

By 

Name: James M. Pfothenhauer

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 (Stylized)

PRQ



(Logo)

BLACK PEARL



(Logo)

CLASSIC



(Logo)

CCG CONTRACTOR
CUSHION GRIP



(Logo)

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



PRQ2



AST



ECT



7 PR Tools Since Logo