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
S K Hand Tool Corporation		08/25/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	SK Hand Tool LLC
Street Address:	Becker Place
City:	Sycamore
State/Country:	ILLINOIS
Postal Code:	60178
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3227220	sk
Registration Number:	3760636	SUPERSET
Registration Number:	2130072	SURE GRIP
Registration Number:	1539833	TUFF 1
Registration Number:	1594911	SUPERKROME

CORRESPONDENCE DATA

Fax Number: (312)984-7700

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

Phone: 312-372-2000

chicago_ip_docket@mwe.com, umattsson@mwe.com, Email:

kwalsh@mwe.com

Correspondent Name: Ulrika Mattsson, McDermott Will & Emery

Address Line 1: 227 W. Monroe Street

Address Line 2: **Suite 4400**

Address Line 4: Chicago, ILLINOIS 60606-5096

TRADEMARK

REEL: 004268 FRAME: 0947

ATTORNEY DOCKET NUMBER:	001939-010		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
Signature:	/Ulrika E. Mattsson/		
Date:	08/27/2010		
Total Attachments: 5 source=sk hand tool tm assignment#page1.tif source=sk hand tool tm assignment#page2.tif source=sk hand tool tm assignment#page3.tif source=sk hand tool tm assignment#page4.tif source=sk hand tool tm assignment#page5.tif			

TRADEMARK ASSIGNMENT

WHEREAS, S K Hand Tool Corporation, an Illinois corporation ("Assignor"), is the sole and exclusive owner of the trademarks, service marks, and trade names, including the registrations thereof, listed in the attached <u>Schedule A</u> (the "Trademarks");

WHEREAS, subject to the terms and conditions of the Asset Purchase Agreement, dated as of June 28, 2010 (the "Purchase Agreement"), by and between Assignor and IDEAL Industries, Inc., a Delaware corporation ("Buyer"), Assignor has agreed to assign to Buyer or Buyer's designated Affiliate (as defined in the Purchase Agreement) all of Assignor's right, title and interest in, to and under the Acquired Assets (as defined in the Purchase Agreement), including the Trademarks;

WHEREAS, Buyer has designated SK Hand Tool LLC, a Delaware limited liability company ("Assignee"), as its designated Affiliate to purchase the Acquired Assets under the Purchase Agreement;

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 Assignee on the terms and conditions more particularly set forth in the Purchase Agreement; and

WHEREAS, the Assignor wishes to herein memorialize the 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 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this ____ day of August, 2010.

ASSIGNOR	ASSIGNEE
S K Hand Tool Corporation	SK Hand Tool LLC
By Ach Kop	Ву
Name: Mark Robertson	Name: James M. Pfotenhauer
Title: Chief Restructuring Officer	Title: Manager

[Signature Page to Trademark Assignment]

IN	WITNESS V	WHEREOF,	the parties	hereto have	caused this	Agreement to	be executed
as of this		ugust, 2010.				•	

ASSIGNOR	ASSIGNEE
S K Hand Tool Corporation	SK Hand Tool LLC
Ву	By James M. Mytorflave
Name: Mark Robertson	Name: James M. Pfotenhauer
Title: Chief Restructuring Officer	Title: Manager

[Signature Page to Trademark Assignment]

Schedule A

TRADEMARKS

US Trademarks - ACTIVE

Serial Number	Reg. Number	Word Mark	Live/Dead
78792812	3227220	SK	LIVE
77788851	3760636	SUPERSET	LIVE
75167141	2130072	SURE GRIP	LIVE
73746359	1539833	TUFF 1	LIVE
222128 (Mex)	558215	SK	LIVE
73745951	1594911	SUPERKROME	LIVE

US Trademarks - INACTIVE

Serial Number	Reg. Number	Word Mark	Live/Dead
78792464		S · K HAND TOOLS	DEAD
73745912	1550752	SK SUPERSET	DEAD
73746055	1569289	SURE GRIP	DEAD
73459995	1389719	S·K	DEAD

<u>UNREGISTERED TRADEMARKS</u>



SUPERSET

S•K HAND TOOLS

Schedule A (Cont'd.)

US DOMAIN NAMES - ACTIVE

skhandtool.com skhandtool.net skhandtool.org skhandtools.net skhandtools.org

RECORDED: 08/27/2010