

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kenton Industries, Inc.		08/31/2001	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	American Tack & Hardware Co., Inc.		
Street Address:	Saddle River Executive Centre		
Internal Address:	One Route 17 South		
City:	Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2308274	HEMCO	
CORRESPONDENCE DATA			
Fax Number:	(212)302-8998		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdoCKET@hgcpatent.com, kcostigan@hgcpatent.com		
Correspondent Name:	Kathleen A. Costigan		
Address Line 1:	1230 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	182-TM-127		
NAME OF SUBMITTER:	Kathleen A. Costigan		
Signature:	/Kathleen A. Costigan/		
Date:	12/07/2010		

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Total Attachments: 12

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE EXAMINER OF TRADEMARKS

In re the renewal of the registration of:

American Tack & Hardware Co., Inc.

Reg. No.: 2308274

Trademark Specialist: Macy Ma

Filed: September 15, 1997

Post Registration Division

Mark: HEMCO

New York, NY 10020

December 2, 2010

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

DECLARATION IN SUPPORT OF REQUEST FOR CHANGE OF NAME

Sir:

I, Catherine J. DeRose, declare and state that:

1. I am a citizen of the United States of America and, at least, 21 years of age.
2. I am the Vice-President of Human Resources and Administration of American Tack & Hardware Co., Inc.
3. I have reviewed the records maintained by American Tack & Hardware Co., Inc. in the regular course of its business.
4. Among the records I reviewed, are:
 - i). a fully executed copy of the Stock Purchase Agreement between American Tack & Hardware, Inc. ("American Tack") and Kenton Industries, Inc, under which American Tack purchased 100% of the shares of Kenton Industries, Inc. on September 2, 1997, including all trademarks, tradenames, logos and brands of the company. (Copies of the relevant pages of the Agreement are attached hereto as Exhibit A.)

ii). a fully executed copy of the Certificate of Dissolution of Kenton Industries, Inc. See Exhibit B hereto.

5. On information and belief, on September 2, 1997, American Tack purchased Kenton Industries, Inc, including the trademark HEMCO.

6. On information and belief, on September 15, 1997, Kenton Industries, Inc., a wholly-owned subsidiary of American Tack, filed a trademark application for the mark HEMCO (US Serial No. 75/357,061). See Exhibit C hereto.

7. On information and belief, on January 18, 2000, U.S. Trademark Reg. No. 2,308,274 for the mark HEMCO issued to Kenton Industries, Inc., a wholly-owned subsidiary of American Tack. See Exhibit C hereto.

8. On information and belief, on August 31, 2001, Kenton Industries, Inc., a wholly-owned subsidiary of American Tack, was dissolved. See Exhibit B hereto.

9. On information and belief, American Tack has used the mark HEMCO since acquiring the mark upon the purchase of Kenton Industries, Inc. on September 2, 1997.

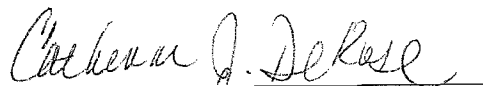
10. On information and belief, the use of the mark by American Tack was first through its wholly-owned subsidiary Kenton Industries, Inc. and after the dissolution of Kenton Industries, Inc. with all assets passing to American Tack upon dissolution, all use was through the corporate entity, American Tack.

11. On information and belief, American Tack is the owner of U.S. Registration No. 2,308,274.

I hereby request that the USPTO change the name of the owner of record for the above-identified trademark registration from Kenton Industries, Inc. to American Tack & Hardware Co., Inc.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the registration, declare that the facts set forth in this declaration are true; all statements made of their own knowledge are true; and all statements made on information and belief are believed to be true.

Date: December 2, 2010



By: Catherine J. DeRose
Title: Vice-President of Human Resources
and Administration of
American Tack & Hardware Co. Inc.

Exhibit A

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is entered into as of September 2, 1997 by and among Kenton Industries, Inc. d/b/a Home Equipment Manufacturing Co., a California corporation (the "Company"), Philip A. Roberts, individually, Michel P. Nyssen, individually, Philip A. Roberts and Roberta Roberts as grantors and co-trustees of the Roberts Family Trust, UDT, 12/17/87 (the "Roberts Trust"), Michel P. Nyssen and Diana M. Nyssen as grantors and co-trustees of the Nyssen Family Trust, UDT, 1/5/88 (the "Nyssen Trust") and American Tack & Hardware Co., Inc., a New York corporation (the "Purchaser"). The Roberts Trust and the Nyssen Trust are sometimes collectively referred to herein as the "Trusts" and Philip Roberts, Michel Nyssen and the Trusts are sometimes collectively referred to herein as the "Sellers".

Introduction

The Purchaser wishes to purchase and the Trusts wish to sell, all of the issued and outstanding capital stock of the Company consisting of ten shares (the "Shares") of the Company's Common Stock, \$100 par value per share, on the terms and conditions set forth herein. Additionally, Philip Roberts and Michel Nyssen wish to enter into Non-Competition and Consulting Agreements with the Company (the "Non-Competition and Consulting Agreements") in consideration of aggregate payments to them of [REDACTED] (the "Non-Competition and Consulting Consideration"). The purchase of the Shares, the Non-Competition and Consulting Agreements and the other transactions contemplated hereby are sometimes collectively referred to herein as the "Transactions".

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
THE TRANSACTIONS; CLOSING

Section 1.01. Purchase and Sale of Shares. In reliance upon the representations and warranties contained herein, and subject to the terms and conditions hereof, each of the Roberts Trust and the Nyssen Trust agree to sell to the Purchaser, and the Purchaser agrees to purchase from each of the Roberts Trust and the Nyssen Trust five Shares in consideration of their pro-rata proportion of the Purchase Price.

properties of the Company include all assets necessary for or currently used in the conduct of the Business and are adequate to conduct the operations of the Company as currently conducted.

Section 2.11. Intellectual Property. Schedule 2.11 sets forth all patents, trademarks, service marks, trade names, logos, brand names, copyrights, franchises, licenses and all royalty agreements and other rights or obligations with respect to the foregoing (collectively, with any registrations and applications with respect to the issuance or granting of any of the foregoing, the "Intellectual Property") owned or used by the Company. The Intellectual Property set forth on Schedule 2.11 includes all of the foregoing necessary for the conduct of the Business. The Company is not violating or infringing any trademark, service mark, trade name, patent or copyright owned by any other person or entity, and no claim has been made asserting the invalidity, unenforceability or misuse of any of the Intellectual Property. To the knowledge of the Sellers, no person or entity is violating or infringing any of the Intellectual Property.

Section 2.12. Accounts Receivable. All of the accounts receivable of the Company as of the Closing will be valid and enforceable claims, not subject to set-off or counterclaim. All accounts receivable arose out of bona fide transactions in the ordinary course of business.

Section 2.13. Inventories. The inventory of the Company reflected on the Balance Sheet, and all inventory thereafter acquired or produced by it, net of write-downs and reserves on the Balance Sheet, consists and as of the Closing will consist of raw materials, manufactured and purchased parts and finished goods saleable or usable within one year in the ordinary course of business. The inventory of the Company is and as of the Closing will be fit and sufficient for the purposes for which it was provided or manufactured and will be normal and reasonable in kind and amount in light of the normal needs of the Business.

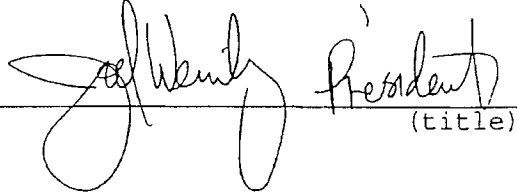
Section 2.14. Warranty Claims. Except as set forth on Schedule 2.14, there are no existing or threatened claims against the Company alleging any material defects in the Company's services or products, or alleging any material failure of the Company's products to meet specifications. The Company's liability for breach of warranty is limited to repair or replacement of nonconforming parts.

Section 2.15. Customers and Suppliers. Schedule 2.15 sets forth a list of all customers of the Company which accounted for at least [REDACTED] of gross sales by the Company during 1996. Except as set forth on Schedule 2.15, to the knowledge of the Sellers, all such customers will continue purchasing, without significant reductions, products or services from the Company,

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a sealed instrument as of the date first above written.

AMERICAN TACK & HARDWARE CO., INC.

By:

 (title)

Philip A. Roberts, individually and as grantor and co-trustee of the Roberts Family Trust

Michel Nyssen, individually and as grantor and co-trustee of the Nyssen Family Trust

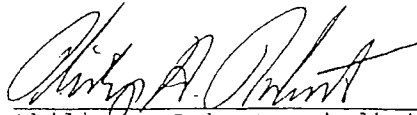
Roberta Roberts, as grantor and co-trustee of the Roberts Family Trust

Diana M. Nyssen, as grantor and co-trustee of the Nyssen Family Trust

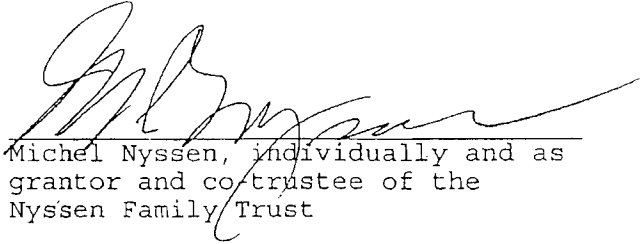
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a sealed instrument as of the date first above written.

AMERICAN TACK & HARDWARE CO., INC.

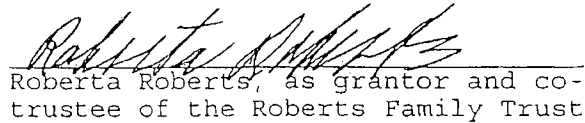
By: _____
(title)



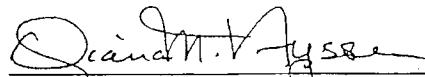
Philip A. Roberts, individually and as grantor and co-trustee of the Roberts Family Trust



Michel Nyssen, individually and as grantor and co-trustee of the Nyssen Family Trust



Roberta Roberts, as grantor and co-trustee of the Roberts Family Trust



Diana M. Nyssen, as grantor and co-trustee of the Nyssen Family Trust

SCHEDULE 2.11

- (1) HEMCO Trademark Certificate of Registration No. 880,747 registered November 18, 1969, and Amendment, and No. 1,608,926 registered August 7, 1990 which was inadvertently cancelled. The parties acknowledge the cancellation of the trademark, and indemnification related to the trademark issue as provided in Section 2.11 of the Stock Purchase Agreement.

The blocks and lines arranged around the word "HEMCO" have been changed since August 7, 1990. The Company has not applied for registration with the new configuration.

- (2) Fictitious Business Name Statement filed July 17, 1995 for the name "Home Equipment Manufacturing Company."

End of Schedule

Exhibit B

CERTIFICATE OF DISSOLUTION

OF

KENTON INDUSTRIES, INC.

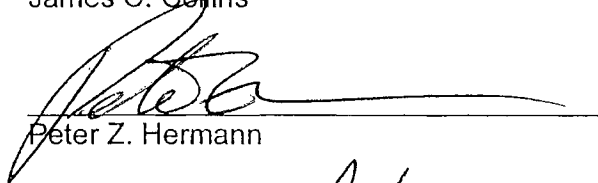
The undersigned, being all of the directors of Kenton Industries, Inc., hereby certify:

1. That they constitute a majority of the directors in office of Kenton Industries, Inc., a California Corporation formed on December 17, 1976 (the "Corporation").
2. That the Corporation has been completely wound up.
3. That the Corporation's known debts and liabilities have been paid.
4. That the Corporation's known assets have been distributed to the persons entitled thereto.
5. That the Corporation is dissolved.
6. The election to dissolve was made by the vote of all the outstanding shares.
7. This certificate shall become effective upon the date of filing.

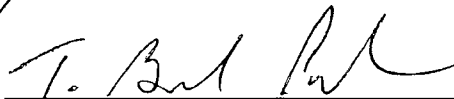
Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct. Executed on this 31st day of August, 2001.



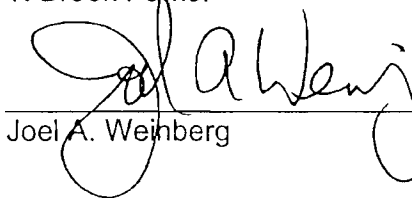
James C. Collins



Peter Z. Hermann



T. Brook Parker



Joel A. Weinberg

Exhibit C

Int. Cls.: 9 and 11

Prior U.S. Cls.: 13, 21, 23, 26, 31, 34, 36 and 38

Reg. No. 2,308,274

United States Patent and Trademark Office

Registered Jan. 18, 2000

**TRADEMARK
PRINCIPAL REGISTER**

HEMCO

KENTON INDUSTRIES, INC. (CALIFORNIA
CORPORATION), DBA HOME EQUIPMENT
MFG. CO.
14481 OLIVE STREET
WESTMINSTER, CA 926835092

FOR: DIMMERS AND LIGHT CONTROLS,
NAMELY, PHOTOELECTRIC LIGHT CON-
TROLS, BUT NOT INCLUDING STARTERS
FOR FLUORESCENT LAMPS , IN CLASS 9
(U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-0-1970; IN COMMERCE
1-0-1973.

FOR: ELECTRIC NIGHT LIGHTS AND
LIGHT FIXTURES, IN CLASS 11 (U.S. CLS. 13,
21, 23, 31 AND 34).

FIRST USE 1-0-1970; IN COMMERCE
1-0-1973.

OWNER OF U.S. REG. NO. 880,747.

SER. NO. 75-357,061, FILED 9-15-1997.

G. T. GLYNN, EXAMINING ATTORNEY