

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
Irwin Industrial Tool Company		07/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Worthington Torch, LLC		
Street Address:	200 Old Wilson Bridge Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43085		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1156976	TARAMET	
Registration Number:	1908118	TARAMET STERLING	
Registration Number:	1907053	THE PROFESSIONAL'S CHOICE	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8856		
Email:	behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com, jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	IPLAW@VORYS -- P.O. Box 2255		
Address Line 2:	Attn: Richard S. Donnell, Esq.		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	17348-430/1707/TMASSN1		
NAME OF SUBMITTER:	Richard S. Donnell		

CH \$90.00 1156976

Signature:	/richard s donnell/
Date:	07/31/2011
Total Attachments: 9 source=Trademark Assignment1 Irwin Industrial Tool Co - Worthington#page1.tif source=Trademark Assignment1 Irwin Industrial Tool Co - Worthington#page2.tif source=Trademark Assignment1 Irwin Industrial Tool Co - Worthington#page3.tif source=Trademark Assignment1 Irwin Industrial Tool Co - Worthington#page4.tif source=Trademark Assignment1 Irwin Industrial Tool Co - Worthington#page5.tif source=Trademark Assignment1 Irwin Industrial Tool Co - Worthington#page6.tif source=Trademark Assignment1 Irwin Industrial Tool Co - Worthington#page7.tif source=Trademark Assignment1 Irwin Industrial Tool Co - Worthington#page8.tif source=Trademark Assignment1 Irwin Industrial Tool Co - Worthington#page9.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this 1st day of July, 2011, by and between IRWIN INDUSTRIAL TOOL COMPANY, a Delaware corporation having a place of business at Three Glenlake Parkway, Atlanta, GA 30328 ("Assignor"), and WORTHINGTON TORCH, LLC, an Ohio limited liability company having a place of business at 200 Old Wilson Bridge Road, Columbus, Ohio 43085 ("Assignee").

RECITALS

WHEREAS, Assignor owns certain registered and unregistered trademarks and trademark applications including, but not limited to, the trademarks and applications described in Exhibit A, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of July 1, 2011 (the "Asset Purchase Agreement"), pursuant to which Assignor and certain of its affiliates are selling, assigning, transferring and delivering to Assignee the Acquired Assets (as defined in the Asset Purchase Agreement), including the Trademarks, all as more particularly described in the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the Business symbolized by the Trademarks, including, without limitation: (i) Assignor's right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee's right to the Trademarks and to render all necessary assistance in making application for and obtaining registration of the Trademarks with the U.S. Patent and Trademark Office or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Trademarks, by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the

foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

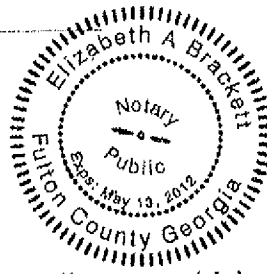
[Remainder of page intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

IRWIN INDUSTRIAL TOOL COMPANY

By: [Signature]
Name: John K. Stipancich
Title: Corporate Secretary



STATE OF Georgia)
) SS:
COUNTY OF Fulton)

On this 1st day of July 2011 before me personally appeared John K. Stipancich, an officer of Irwin Industrial Tool Company, the Assignor above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.

Elizabeth A. Brackett
Notary Public

ASSIGNEE:

WORTHINGTON TORCH, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____ 2011 before me personally appeared _____, an officer of Worthington Torch, LLC, the Assignee above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.

Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

IRWIN INDUSTRIAL TOOL COMPANY

By: _____

Name: John K. Stipancich

Title: Corporate Secretary

STATE OF _____)
) SS:
COUNTY OF _____)

On this 1st day of July 2011 before me personally appeared John K. Stipancich, an officer of Irwin Industrial Tool Company, the Assignor above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.

Notary Public

ASSIGNEE:

WORTHINGTON TORCH, LLC

By: _____

Name: HARRY A. GOUSSETTS

Title: PRESIDENT

STATE OF Ohio)
) SS:
COUNTY OF Franklin)

On this 1st day of July 2011 before me personally appeared HARRY A. GOUSSETTS, an officer of Worthington Torch, LLC, the Assignee above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.

Notary Public



Dale T. Brinkman
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

Country	Trademark	Status	Reg. No.	Owner	App. No.	App. Date	Renewal	Goods
European Community	BERNZOMATIC	Registered	005121348	IRWIN INDUSTRIAL TOOL COMPANY	005121348	07-Jun-2006	07-Jun-2016	<p>Int. 04: Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles and wicks for lighting; cylinder containing liquid petroleum gas; vaporized fuel mixtures; natural gas; propane gas; methylacetylene propadiene gas (fuel); propylene gas (fuel); solidified gas (fuel); LPG (liquefied petroleum gas); candles and wicks for lighting, mosquito candles.</p> <p>Int. 06: Metal brazing rods; tin solder; copper solder; metal wire solder; brazing alloys; gold solder; silver solder.</p> <p>Int. 07: Soldering gas-operated torches, cutting gas-operated torches.</p> <p>Int. 08: Hand tools; tool kits containing torches (and hand tools such as tube cutters and scrapers); hand-held propane torches for localized application of heat; cutlery; side-arms; razors; tube cutters; scrapers; soldering irons (non-electric); drills; milling cutters; hunting knives; taps (hand tools); drivers; ratches; wrenches; spanners; pinchers; fireplace bellows (hand tools); shovels (hand tools).</p> <p>Int. 09: Leak detectors.</p> <p>Int. 11: Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes; devices which operate by burning liquefied propane, namely, torches; plumbers' fire-pots, soldering tips for torches, spark igniters for gas appliances (stoves, lanterns, and grills); gas cocks; gas torches; gas grills; gas burners; gas ranges; portable stoves; gas boilers; gas stoves; gas mantles; outdoor patio and garden heaters; lanterns; gas lighters (other than cigarette lighters); oil lamps; flares; gas torch globes; gas torch shade holders; gas torch hanging supports; gas torch casing; oil torch globes; oil torch shade holders; oil torch hanging supports; oil torch casings.</p>
United States of America	TARAMET	Expired- In Grace Period for Renewal	1156976	Irwin Industrial Tool Company	73/231292	14-Sep-1979	9-Jun-2011	Unwrought Lead in Pig and Ingot Form
United States of America	TARAMET STERLING	Registered	1908118	Irwin Industrial Tool Company	74/498069	7-Mar-1994	1-Aug-2015	Metal wire solder
United States of America	THE PROFESSIONAL'S CHOICE	Registered	1907053	Irwin Industrial Tool Company	74/519289	22-Apr-1994	25-Jul-2015	Metal wire solder

Unregistered Trademarks:

Torches / Torch Kits

QuickFire -- Hand Torch
BZ8250 -- Trigger Start Hose Torch
TS8000 -- Trigger Start Torch
TS4000 -- Trigger Start Torch
TS7000 -- Trigger Start Torch
TS99- Swivel Head Torch
TS839 -- Trigger Start Swivel Head Torch
JT539 -- Regulated Brass Torch
TS3000 -- Trigger Start Torch
UL2317 -- Brass Torch
JT680 -- Jumbo Tip Brass Torch
TS1500 -- Standard Trigger Start Torch
AL30 -- Small Trigger Start Swivel
OX2550 -- Cutting, welding, brazing torch
ST100 -- Micro Torch
ST250 -- Micro Torch Kit
ST220 -- Trigger Start Micro Torch
21174LT90
21176LT91
21178LT92
21172LS20
21170LS10
21183LT60
21859LX35P
21860LX4P
21861LX300P
21862LX400P
14812LX300FB
14813LX400FB
14814LXFB
21835LX3B
21836LX5B
10837LX5ABMC
21841LX38MC
10835LX311AB
21837LX514B
10836LX4AB
21838LX500B
21839LX800B
10838LX800AB
21842LX500MC
21843LX800MC
21840LX5MC

Utility Lighters

BZLTR100 -
BZLTR200 -
BZLTR300 -

Fuel

Fat Boy

TX9- Fat Boy Propane Fuel Cylinder
 MG9 – Fat Boy Max Power Propylene
 Quickfire Max Power Propylene
 OX9 - Disposable Oxygen Cylinder
 BF55 – Butane
 12258PG16
 12260MPG16

Joining Materials

SSW075 - .75 oz. Solid Wire
 SSW300 - 3 oz. Solid Wire
 SSW800 - .8 oz. Solid Wire
 SSW1600 - 16 oz. Solid Wire
 SRC050 - .5 oz. Premium Silver Bearing Lead Free Rosin Core
 SRC100 - 1 oz. Premium Silver Bearing Lead Free Rosin Core
 SRC300 - 3oz. Premium Silver Bearing Lead Free Rosin Core
 SRC800 - 8 oz. Premium Silver Bearing Lead Free Rosin Core
 LRC464 - 4 oz. 60/40 Lead Bearing Rosin Core
 SAC075 - .75 oz. Premium Silver Bearing Lead Free Acid Core
 SAC300 - 3oz. Premium Silver Bearing Lead Free Acid Core
 SAC800 - 8 oz. Premium Silver Bearing Lead Free Acid Core
 SAC1600 - 16 oz. Premium Silver Bearing Lead Free Acid Core

WS15086 Premium Wire Spool 1lb.
 WS15086NB* Premium Wire Spool 1lb.
 WS15259 Premium Wire Spool 1lb.
 WS15084 Premium Wire Spool 1lb.
 WS15090 Premium Wire Spool 1/4 lb.
 WS15092 Premium Wire Spool 1/2 lb.
 WS15091 Premium Wire Spool 5lb.
 WS15284 Premium Wire Spool 5lb.
 WS15332 Premium Wire Spool 5lb.
 WS15087 Premium Wire Spool 20lb.
 WS15089 Premium Wire Spool 40lb.
 WS15081 Premium Sm Ingot 5lb.

WS15318 Silver Wire Spool 1lb.
 WS15318NB *Silver Wire Spool 1lb.
 WS15344 Silver Wire Spool 1lb.
 WS15319 Silver Wire Spool 1/4lb.
 WS15357 Silver Wire Spool 20lb.
 WS15346 Silver Wire Spool 20lb.

WS15037 Lead-Free Wire Spool 1lb.
 WS15037NB* Lead-Free Wire Spool 1lb.
 WS15262 Lead-Free Wire Spool 1lb.
 WS15039 Lead-Free Wire Spool 1/4lb.
 WS15041 Lead-Free Wire Spool 1/2lb.
 WS15040 Lead-Free Wire Spool 5lb.
 WS15038 Lead-Free Wire Spool 20lb.

WS15067 Silver Bearing Alloy Spool 1lb.
 WS15068 Silver Bearing Alloy Wire Spool 1/4lb.
 WS15070 Silver Bearing Alloy Wire Spool 1/2lb.
 WS15069 Silver Bearing Alloy Spool 5lb.

WS15064	97/3 Wire Spool	1lb.
WS15397	97/3 Wire Spool	1 lb.
WS15355	97/3 Wire Spool	1/4 lb.
WS15066	97/3 Wire Spool	1/2 lb.
WS15317	97/3 Wire Spool	5 lb.
WS15164	97/3 Wire Spool	20 lb.
WS15018	95/5 Wire Spool	1lb.
WS15181	95/5 Wire Spool	1lb.
WS15359	95/5 Wire Spool	1lb.
WS15312	95/5 Wire Spool	1/4lb.
WS15313	95/5 Wire Spool	1/2lb.
WS15147	95/5 Wire Spool	5lb.
WS15095	95/5 Wire Spool	20lb.
WS15100	96/4 HVAC Wire Spool	1lb.
WS15204	96/4 HVAC Wire Spool	1lb.
WS15101	96/4 HVAC Wire Spool	20lb.
WS15098	94/6 HVAC Wire Spool	1lb.
WS15099	94/6 HVAC Wire Spool	20lb.
WS15023	Acid Core Wire Spool	1lb.
WS15406	Acid Core Wire Spool	1lb.
WS15024	Acid Core Wire Spool	1/4lb.
WS15025	Acid Core Wire Spool	1/2lb.
WS15030	Rosin Core Wire Spool	1lb.
WS15401	Rosin Core Wire Spool	1lb.
WS15402	Rosin Core Wire Spool	1lb.
WS15403	Rosin Core Wire Spool	1lb.
WS15404	Rosin Core Wire Spool	1lb.
WS15405	Rosin Core Wire Spool	1lb.
WS15031	Rosin Core Wire Spool	1/4lb.
WS15032	Rosin Core Wire Spool	1/2lb.
WS10261	60/40 Wire Spool	1lb.
WS10107	60/40 Wire Spool	25lb.
WS10069	60/40 Extruded Bar	1lb.
WS10088	40/60 Wire Spool	1lb.
WS10089	40/60 Wire Spool	25lb.
WS10302	40/60 Wire Spool	25lb.
WS10300	40/60 Extruded Bar	1lb.
WS10301	63/37 Extruded Bar	1lb.
WS10316	30/70 Extruded Bar	1lb.
WS10098	50/50 Wire Spool	1lb.
WS10305	50/50 Wire Spool	1/4lb.
WS10306	50/50 Wire Spool	1/2lb.
WS10100	50/50 Wire Spool	5lb.
WS10099	50/50 Wire Spool	25lb.
WS10257	50/50 Extruded Bar	1lb.
WS10161	50/50 Extruded Meter Bar	1/2lb.
WS10297	50/50 Extruded Tri Bar	1/3lb.
WS10298	50/50 Extruded Tri Bar	13/32lb.
WS10299	50/50 Extruded Tri Bar	1/2lb.

WS10317	30/70 Acid Core Wire Spool	1lb.
WS10314	60/40 Acid Core Wire Spool	1lb.
WS10315	40/60 Acid Core Wire Spool	1lb.
WS10196	3/2/95 Acid Core Wire Spool	1/2lb.
WS10312	60/40 Rosin Core Wire Spool	1lb.
S10318	60/40 Rosin Core Wire Spool	1lb.
WS10319	60/40 Rosin Core Wire Spool	1lb.
WS10320	60/40 Rosin Core Wire Spool	1lb.
WS10321	60/40 Rosin Core Wire Spool	1lb.
WS10322	60/40 Rosin Core Wire Spool	1lb.
WS10313	40/60 Rosin Core Wire Spool	1lb.
WS15224	LENOX 8 OZ SOLDERING KIT	
WS15223	4 OZ PLUMBING KIT	
WS80324	PLUMBERS BREAD® 1/2" and 3/4" Plugs	
WS78171	Brazing Rods	1lb.
WS78170	Brazing Rods	1/2lb.
WS78169	Brazing Rods	1/4lb.
WS78168	Brazing Rods	1lb.
WS78167	Brazing Rods	1/2lb.
WS78166	Brazing Rods	1/4lb.
WS78165	Brazing Rods	1lb.
WS78164	Brazing Rods	1/2lb.
WS78163	Brazing Rods	1/4lb.
WS78162	Brazing Rods	1lb.
WS78161	Brazing Rods	1/2lb.
WS78160	Brazing Rods	1/4lb.
WS78045	45% Brazing Wire	1 Troy oz.
WS78104	45% Brazing Wire	3 Troy oz.
WS78013	45% Brazing Wire	5 Troy oz.
WS78195	45% Brazing Wire	50 Troy oz.
WS78185	56% Brazing Wire	1 Troy oz.
WS78186	56% Brazing Wire	3 Troy oz.
WS78063	56% Brazing Wire	5 Troy oz.
WS00533	Pure Tin Bar Sn100 70 lb	
WS44014	#3 Babbitt (Willard #3) Genuine Sm 5.5# Ingot Sn87 Sb10 Cu3 55 lb	
WS44016	B23-G2 89/7.5/3.5 Babbitt Lg 17.5# Ingot	Sn89 Sb7.5 Cu3.5 35 lb
WS44017	B23-G2 Babbitt Sm 5.5# Bar Ingot	Sn89 Sb7.5 Cu3.5 55 lb
WS44028	4x Nickel Babbitt Sm 5.5# Ingot Sn89 Sb7.5 Cu3.0 Ni0.555 lb	
WS42050	#4 Babbitt Pb96 Sn4 S8.5# avg Sm Ingot	Pb96 Sb4 50 lb
WS42051	Univ Babbitt B23 G7 8.5# avg Sm Ingot	Pb75.5 Sb15 Sn9.5 50 lb

NS3 -- Nickel-Silver Brazing Rods
PC3 -- Copper Phosphorus Rods
WB5 -- Bronze Rods
AL3 -- Aluminum Rods