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**Electronic Trademark Assignment System**

Trademark Assignment Recordation Form

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ETAS v.1.5.2

PTO-1594 (Rev. 10/02)

OMB No. 0651-0027 (Exp. 03/31/2012)

Validate

All data entered on the previous screens are displayed below. Check the data carefully. If you find any errors, go back to the appropriate screen and correct. Otherwise, select the Go to Payment screen button to proceed.

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the entity information for Cleats LLC from a limited partnership to a limited liability company previously recorded on Reel 002918 Frame 0937. Assignor(s) hereby confirms the that Cleats LLC is a Delaware limited liability company.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MacNeill Engineering Company, Inc.		12/31/2003	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CLEATS LLC		
Street Address:	140 Locke Drive		
Internal Address:	P.O. Box 735		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1327086	CHAMP
Registration Number:	2300605	Q-LOK
Registration Number:	2493532	TRI-LOK
Registration Number:	2553873	ARACHNATRACTION

CORRESPONDENCE DATA

Fax Number: (617)443-0004
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-443-9292
 Email: adaley@sunsteinlaw.com
 Correspondent Name: Peter J. Karol
 Address Line 1: 125 Summer Street
 Address Line 2: Sunstein Kann Murphy & Timbers LLP
 Address Line 4: Boston, MASSACHUSETTS 02110-1618

NAME OF SUBMITTER: Peter J. Karol

Signature: /peter j. karol/

Date: 08/01/2011

Total Attachments: 9

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Fee calculated, according to the USPTO fee table

Description	Fee code	Fee code amount	Quantity	Fee
Recording trademark assignment, agreement or other paper, first mark per document	8521	40.0	1	40.0
For second and subsequent marks in the same document	8522	25.0	3	75.0
Total				\$115.00

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MacNeill Engineering Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Massachusetts

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 31, 2003

2. Name and address of receiving party(ies)

Name: Cleats LLC

Internal

Address: P.O. Box 1022

Street Address: _____

City: Marlborough State: MA Zip: 01752

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment. Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,553,873

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian M. Donovan

Internal Address: Bromberg & Sunstein LLP

125 Summer Street, 11th Floor

Boston MA 02110-1618

Street Address: 125 Summer Street

City: Boston State: MA Zip: 02110-1618

6. Total number of applications and registrations involved: _____

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:


(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian M. Donovan
Name of Person Signing


Signature

February 20, 2004
Date

11

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

TRADEMARK
REEL: 004597 FRAME: 0226

TO: PETER J. KAROL COMPANY: 125 SUMMER STREET

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment") is made by and between MACNEILL ENGINEERING COMPANY, INC., a corporation organized under the laws of Massachusetts, with its principal place of business at 289 Elm Street, P.O. Box 735, Marlborough, Massachusetts 01752 (the "Assigner"), and CLEATS LLC, a limited liability company organized under the laws of Delaware, with its principal place of business at P.O. Box 1022, Marlborough, Massachusetts 01752 (the "Assignee").

In consideration of the value received and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Background. As of October 1, 2002, Assignor assigned the trademarks identified on Exhibit A, namely, all marks comprised of or containing the identified marks, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters, combinations of one and multi-word formatives, all common law rights therein; all trademark registrations and applications, together with the goodwill associated therewith, (the "Trademarks"), to the Assignee. Assignor now confirms its assignment of the Trademarks to Assignee and Assignee confirms that it accepted such assignment on the terms and conditions set forth in this Assignment.

2. Grant. Assignor has sold, assigned, and transferred, to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks. If Assignor's prior assignment is, for any reason, ineffective, Assignor hereby sells, assigns, and

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transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights; trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks, for the sum of One Dollar (\$1.00) and other good and valuable consideration.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

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IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark
Assignment to be executed on the date stated below.

MACNEILL ENGINEERING COMPANY, INC.

By: *Richard J. Locke*
Name: Richard J. Locke
Title: Chief Financial Officer

Date: December 31, 2003

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS
COUNTY OF WORCESTER

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of
December, 2003, Richard J. Locke personally appeared and who being by me duly sworn,
deposes and says that he is the Chief Financial Officer of MACNEILL
ENGINEERING COMPANY, INC. and that he/she is authorized to sign and has signed the
foregoing instrument as such _____ and that he/she acknowledges such
signing to be the free act and deed of MACNEILL ENGINEERING COMPANY, INC.

Debra J. Turcotte
Notary Public

DEBRA J. TURCOTTE
Notary Public

Print or Stamp Name of Notary My Commission Expires Dec. 24, 2004

My Commission Expires _____

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DECLARATION OF ACCEPTANCE

The above named Assignee, CLEATS LLC, hereby declares that with effect from the 1st day of October, 2002, it accepts the Trademark, including all goodwill of the business symbolized by such Trademark including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, MACNEILL ENGINEERING COMPANY, INC., pursuant to the foregoing Confirmatory Trademark Assignment.

CLEATS LLC

By: [Signature]
Name: Stephen M. Dow
Title: Chief Operating Officer

Date: December 31, 2003

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS
COUNTY OF WORCESTER

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of December, 2003, Stephen M. Dow personally appeared and who being by me duly sworn, deposes and says that he is the Chief Operating Officer of CLEATS LLC and that he/she is authorized to sign and has signed the foregoing instrument as such and that he/she acknowledges such signing to be the free act and deed of CLEATS LLC.

[Signature]
Notary Public **DEBRA J. TURCOTTE**
Notary Public
My Commission Expires Dec. 24, 2004

Print or Stamp Name of Notary

My Commission Expires

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ATTACHMENT A

All trademarks, trade names, and service marks consisting, comprising or containing any of the terms CHAMP, Q-LOK, TRI-LOK, or ARACHNITRACTION, and all federal and state registrations, applications for registration, and any renewals and extensions of registrations therefor throughout the world, including but not limited to the registrations and applications for registration attached hereto.

TO: PETER J. KAROL COMPANY: 125 SUMMER STREET

Trademark Registrations and Applications (Assigned)

Trademark	Country	Status	Serial No.	Pub. No.
ARACHNATRACTION				
ARACHNATRACTION	AU	Registered	850036	850036
ARACHNATRACTION	CA	Registered	1,074,609	568,125
ARACHNATRACTION	CN	Registered	2000142625	1676581
ARACHNATRACTION	HK	Registered	20719/2000	407/2002
ARACHNATRACTION	JP	Registered	2000-116817	4463820
ARACHNATRACTION	NZ	Registered	623036	623036
ARACHNATRACTION	TW	Registered	89-056243	1004981
ARACHNATRACTION	TW	Registered	89-056244	953049
ARACHNATRACTION	US	Registered	78/036,505	2,553,873
CH MFA				
CHAMP	AU	Opposed	838884	
CHAMP	CA	Registered	668,083	401,630
CHAMP	EU	Opposed	001458520	
CHAMP	CN	Registered	9800113233	1461337
CHAMP	AR	Published	2292429	
CHAMP	HK	Allowed	12955/98	
CHAMP	ZA	Pending	2001/11623	
CHAMP	MX	Registered	478870	
CHAMP	NZ	Pending	624486	
CHAMP	JP	Registered	10-82526	4455038
CHAMP	TW	Registered	81023062	576503
CHAMP	GB	Registered	1,441,273	1,441,273
CHAMP	US	Registered	440,494	1,327,086
CHAMP	MX	Registered	478969	701113
CHAMP	DE	Opposed	301 32 857 9	301 32 857
CHAMP	ZA	Pending	2001/11624	
CHAMP	ZA	Pending	2001/11625	
CHAMP CLEAT CAN				
CHAMP CLEAT CAN	CA	Registered	1026217	553,085
CHAMP CLEAT CAN	US	Registered	75/717,917	2,456,144
CHAMP EDGE				
CHAMP EDGE	AU	Pending	804227	
CHAMP EDGE	CA	Registered	1026219	553,084
CHAMP EDGE	CN	Registered	9900098024	1505140
CHAMP EDGE	EU	Registered	001282771	001282771
CHAMP EDGE	JP	Registered	11-74100	4306418
CHAMP EDGE	MX	Registered	387925	642039
CHAMP EDGE	TW	Registered	88-42602	946509
CHAMP EDGE	TW	Registered	88-42601	945541
CHAMP EDGE	US	Suspended	75/708,355	
CHAMP HURRICANE				

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CHAMP HURRICANE	US	Pending	75/897,957	
CHAMP Q-LOK SYSTEM (and design)				
CHAMP Q-LOK SYSTEM (and design)	CA	Registered	7026218	850,929
CHAMP Q-LOK SYSTEM (and design)	EU	Registered	001283878	001283878
CHAMP Q-LOK SYSTEM (and design)	AU	Registered	804226	804226
CHAMP Q-LOK SYSTEM (and design)	HK	Pending	11298/99	
CHAMP Q-LOK SYSTEM (and design)	TW	Registered	88-42605	930181
CHAMP Q-LOK SYSTEM (and design)	CN	Registered	9800098006	1629550
CHAMP Q-LOK SYSTEM (and design)	US	Registered	75/717,280	2,366,161
CHAMP Q-LOK SYSTEM (and design)	TW	Registered	88-42605	948810
CHAMP TYPHOON				
CHAMP TYPHOON	US	Abandoned	75/897,666	
Q-LOK				
Q-LOK	CA	Registered	880,887	522,311
Q-LOK	CN	Registered	9800078881	1338554
Q-LOK	KR	Registered	15978/1998	452455
Q-LOK	HK	Registered	12856/98	B744/2001
Q-LOK	HK	Registered	12857/98	B1110/2001
Q-LOK	HK	Registered	12958/98	B384/2002
Q-LOK	NZ	Registered	293914	293914
Q-LOK	MX	Registered	937884	621386
Q-LOK	JP	Registered	10-82527	4491392
Q-LOK	EL	Registered	845917	845917
Q-LOK	ZA	Registered	9810982	9810982
Q-LOK	BR	Published	821209298	
Q-LOK	AU	Registered	764411	76441
Q-LOK	AR	Registered	2,180,541	1767113
Q-LOK	US	Registered	75/395,265	2,300,806
Q-LOK	TW	Registered	87-52733	897147
Q-LOK	NZ	Registered	293916	293916
Q-LOK	US	Allowed	75/597,433	
Q-LOK	MX	Registered	955217	599377
Q-LOK	BR	Published	821209298A	
Q-LOK	ZA	Registered	9810983	9810983
Q-LOK	AR	Registered	2,180,542	1767112
Q-LOK	TW	Registered	87-52734	876070
Q-LOK	BR	Published	821209280	
Q-LOK	CN	Registered	9800131899	1389779
Q-LOK (in Katakana)	JP	Registered	10-15482	4488971
Q-LOK SYSTEM				
Q-LOK SYSTEM	US	Registered	75/395,949	2,289,989
Q-LOK SYSTEM (plus design)	JP	Registered	2000-03197	4515475
TRI-LOK				
TRI-LOK	CA	Registered	1,062,018	
TRI-LOK	CN	Registered	2000181654	1658871
TRI-LOK	HK	Registered	19335/2000	B2251/2002

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TRI-LOK	TW	Registered	89-050695	1004976
TRI-LOK	NZ	Registered	621606	621606
TRI-LOK	EU	Registered	001682329	001682329
TRI-LOK	AU	Registered	828658	828658
TRI-LOK	US	Registered	76932,453	2,493,532
TRI-LOK	JP	Registered	2007-36525	4442203
TRI-LOK	TW	Registered	89-050694	953048

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TO: PETER J. KAROL COMPANY: 125 SUMMER STREET

FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT

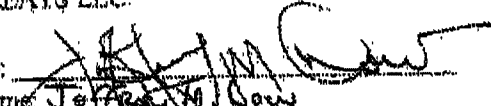
This Amendment ("Amendment") to the TRADEMARK LICENSE AGREEMENT dated October 1, 2002 ("the License Agreement") is made this 31st day of December, 2003, by and amongst CLEATS LLC ("Licensor") and MACNEILL ENGINEERING COMPANY, INC. ("Licensee").

The parties agree that the License Agreement shall be amended in accordance with the following:


1. Amend Section 1(a)(ii) to add, after the word "hereunder": *provided, however, that Licensor may allow, in Licensor's discretion, Licensee to enter into a Sublicense Agreement which does not contain or bind the Sublicensee to the provisions set forth in Section 2, 3, 4, 6, 7 and 9, so long as the Sublicense contains alternative provisions, acceptable to and previously approved by Licensor in writing, concerning the subject matter of said Sections.*
2. Amend Attachment A of the License Agreement by replacing it with Attachment A to this Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Trademark License Agreement on the date first above written.

CLEATS LLC.

By: 
Name: Jeffrey M. Cow
Title: Chief Operating Officer

MACNEILL ENGINEERING COMPANY, INC.

By: 
Name: Richard J. Locke
Title: Chief Financial Officer