

TO: PETER J. KAROL COMPANY: 125 SUMMER STREET

08/03/2011



103630189

Electronic Version v1.1
Stylesheet Version v1.1

7-26-11

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 assignment <i>Assignment.</i>																
CONVEYING PARTY DATA																		
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>MacNeill Engineering Company, Inc.</td> <td></td> <td>12/31/2003</td> <td>CORPORATION: MASSACHUSETTS</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	MacNeill Engineering Company, Inc.		12/31/2003	CORPORATION: MASSACHUSETTS							
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MacNeill Engineering Company, Inc.		12/31/2003	CORPORATION: MASSACHUSETTS															
RECEIVING PARTY DATA																		
<table border="1"> <tr><td>Name:</td><td>CLEATS LLC</td></tr> <tr><td>Street Address:</td><td>140 Locke Drive</td></tr> <tr><td>Internal Address:</td><td>P.O. Box 736</td></tr> <tr><td>City:</td><td>Marlborough</td></tr> <tr><td>State/Country:</td><td>MASSACHUSETTS</td></tr> <tr><td>Postal Code:</td><td>01752</td></tr> <tr><td>Entity Type:</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr> </table>				Name:	CLEATS LLC	Street Address:	140 Locke Drive	Internal Address:	P.O. Box 736	City:	Marlborough	State/Country:	MASSACHUSETTS	Postal Code:	01752	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	
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Internal Address:	P.O. Box 736																	
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PROPERTY NUMBERS Total: 4																		
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1327086</td> <td>CHAMP</td> </tr> <tr> <td>Registration Number:</td> <td>2300605</td> <td>Q-LOK</td> </tr> <tr> <td>Registration Number:</td> <td>2493532</td> <td>TRI-LOK</td> </tr> <tr> <td>Registration Number:</td> <td>2553873</td> <td>ARACHNATRACTION</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	1327086	CHAMP	Registration Number:	2300605	Q-LOK	Registration Number:	2493532	TRI-LOK	Registration Number:	2553873	ARACHNATRACTION
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Registration Number:	2553873	ARACHNATRACTION																
CORRESPONDENCE DATA																		
Fax Number:		(617)443-0004																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																		
Phone:		617-443-9292																
Email:		adaley@sunsteinlaw.com																
Correspondent Name:		Peter J. Karol																
Address Line 1:		125 Summer Street																

CH \$115.00 1327086

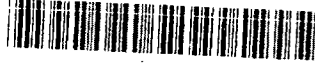
TO: PETER J. KAROL COMPANY: 125 SUMMER STREET

Address Line 2: Sunstein Kann Murphy & Timbers LLP	
Address Line 4: Boston, MASSACHUSETTS 02110-1618	
ATTORNEY DOCKET NUMBER:	0430A/203, 208, 232, 254
NAME OF SUBMITTER:	Peter J. Karol
Signature:	/peter j. karol/
Date:	07/26/2011
Total Attachments: 9 source=0430A assignment#page1.tif source=0430A assignment#page2.tif source=0430A assignment#page3.tif source=0430A assignment#page4.tif source=0430A assignment#page5.tif source=0430A assignment#page6.tif source=0430A assignment#page7.tif source=0430A assignment#page8.tif source=0430A assignment#page9.tif	

Handwritten initials

RECOR
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02-27-2004



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

102679848

To the Honorable Commissioner of Patents and Trademarks. Please return to the address on the back of this document 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

Brian M. Donovan
Signature

February 20, 2004
Date

Total number of pages including cover sheet, attachments, and document: 11

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

02/25/2004 MGETACHE 00000071 2553873

40.00 DP

265.00 DP

TRADEMARK
REEL: 002918 FRAME: 0937
TRADEMARK
REEL: 004601 FRAME: 0450

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 "Assignor"), 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.

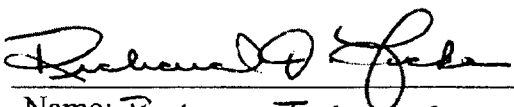
2. Grant. Assignor has sold, assigned, and transferred, to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future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

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.

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

MACNEILL ENGINEERING COMPANY, INC.

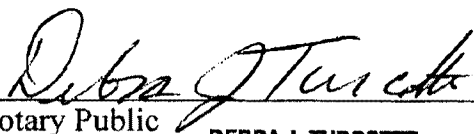
By: 
Name: RICHARD J. LOCKE
Title: Chief Financial Officer

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.


Notary Public

DEBRA J. TURCOTTE
Notary Public

My Commission Expires Dec. 24, 2004

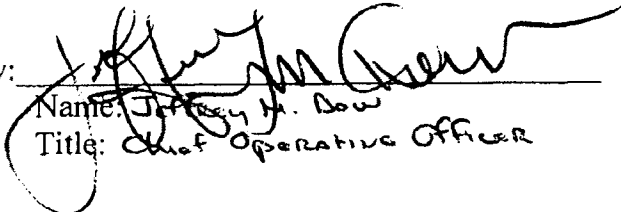
Print or Stamp Name of Notary

My Commission Expires

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

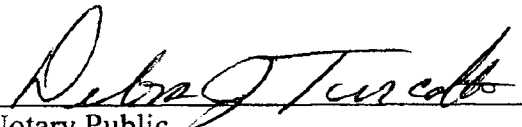
By: 
Name: Jeffrey M. Dow
Title: Chief Operating Officer

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, Jeffrey 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.


Notary Public **DEBRA J. TURCOTTE**
Notary Public
My Commission Expires Dec. 24, 2004
Print or Stamp Name of Notary

My Commission Expires

FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT

This Amendment ("Amendment") to the TRADEMARK LICENCE AGREEMENT dated October 1, 2002 ("the Licence 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 Sublicense 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. Row

Title: Chief Operating Officer

MACNEILL ENGINEERING COMPANY, INC.

By: 

Name: Richard J. Locke

Title: Chief Financial Officer

TRADEMARK
REEL: 002918 FRAME: 0942

TRADEMARK
REEL: 004601 FRAME: 0455

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.

RECORDED: 02/24/2004

TRADEMARK
REEL: 002918 FRAME: 0943

TRADEMARK
REEL: 004601 FRAME: 0456

Handwritten signature/initials

RECOR
TR

02-27-2004



102679848

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

To the Honorable Commissioner of Patents and Trademarks, Please send this document and copy thereof.

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

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

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 31, 2003

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

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Additional number(s) attached Yes No

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Name: Brian M. Donovan

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125 Summer Street, 11th Floor

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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 *Brian M. Donovan* February 20, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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02/25/2004 MGETACHE 00000071 2553873

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255.00 DP

TRADEMARK
REEL: 002918 FRAME: 0937
TRADEMARK
REEL: 004601 FRAME: 0457

CONFIRMATORY TRADEMARK ASSIGNMENT

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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:

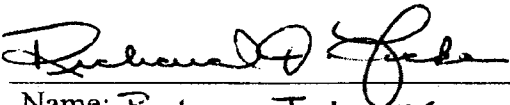
1. Background. As of October 1, 2002, Assignor assigned the trademarks identified on Exhibit A, namely, all marks comprised of or containing the identified marks, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters, combinations of one and 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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IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be executed on the date stated below.

MACNEILL ENGINEERING COMPANY, INC.


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

Date: December 31, 2003

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS
COUNTY OF WORCESTER

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Notary Public

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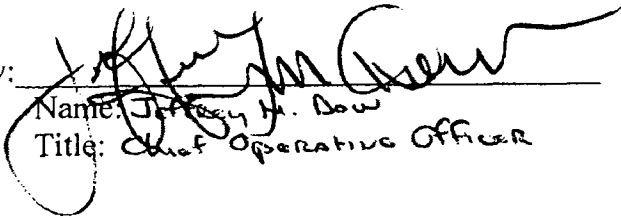
Print or Stamp Name of Notary

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2. Amend Attachment A of the License Agreement by replacing it with Attachment A to this Amendment.

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CLEATS LLC

By: 

Name: Jeffrey M. Row

Title: Chief Operating Officer

MACNEILL ENGINEERING COMPANY, INC.

By: 

Name: Richard J. Locke

Title: Chief Financial Officer

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RECORDED: 02/24/2004

RECORDED: 07/26/2011

TRADEMARK
REEL: 002918 FRAME: 0943
TRADEMARK
REEL: 004601 FRAME: 0463