

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT			
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor from Jones & Lamson to Jones & Lamson Vermont Corporation previously recorded on Reel 002532 Frame 0398. Assignor(s) hereby confirms the Assignor is Jones & Lamson Vermont Corporation.			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Jones & Lamson Vermont Corporation		05/31/2002	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	BF Acquisition, LLC			
Street Address:	1250 E. 222nd Street			
City:	Cleveland			
State/Country:	OHIO			
Postal Code:	44117			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Serial Number:	71559517	J & L	
CORRESPONDENCE DATA				
Fax Number:	(815)654-5770			
Phone:	815-633-5300			
Email:	rockmail@reinhartlaw.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	Andrew J. Heinisch			
Address Line 1:	2215 Perrygreen Way			
Address Line 4:	Rockford, ILLINOIS 61107			
ATTORNEY DOCKET NUMBER:	502064			
NAME OF SUBMITTER:	Andrew J. Heinisch			

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Signature:	/Andrew J. Heinisch/
Date:	02/14/2012
Total Attachments: 5 source=502064 Assignment to BF Acquisition#page1.tif source=502064 Assignment to BF Acquisition#page2.tif source=502064 Assignment to BF Acquisition#page3.tif source=502064 Assignment to BF Acquisition#page4.tif source=502064 Assignment to BF Acquisition#page5.tif	

06-27-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Jones & Lamson

6-18-02

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

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

3. Nature of conveyance:

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

Execution Date: 05/31/2002

2. Name and address of receiving party(ies)

Name: BF Acquisition, LLC

Internal

Address:

Street Address: 1250 E. 222nd Street

City: Cleveland State: OH Zip: 44111

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Delaware limited liability company

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)

522634

Additional number(s) attached Yes No

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

Name: Katharine F. Rowe, Esq.

Internal Address:

LeBoeuf, Lamb, Greene &

MacRae, LLP

Street Address: 50 N. Laura Street

Suite 2800

City: Jacksonville State: FL Zip: 32202

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

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.

Katharine F. Rowe

Name of Person Signing

Signature

Date

6/14/02

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

5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made as of the 31st day of May, 2002 (the "**Effective Date**"), by Jones & Lamson Vermont Corporation, a Delaware corporation ("**Assignor**"), to BF Acquisition, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. Assignor is the sole and exclusive owner of the trade names, trademarks, and the United States and foreign trademark applications and registrations therefore, as listed on attached **Schedule A**, as well as the associated goodwill related thereto (collectively, the "**Trademarks**").

B. Assignor, Assignee and Fellows Corporation, a Delaware corporation, are parties to that certain Asset Purchase Agreement dated as of May 28, 2002 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets, including without limitation, the Trademarks.

C. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such transferred assets.

NOW, THEREFORE, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, free and clear of liens or encumbrances, together with the goodwill of the business symbolized by and associated with the Trademarks, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect, and all rights to sue for infringement of the Trademarks, whether arising prior to or subsequent to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Assignment as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby agrees and confirms that with respect to any applications for trademarks listed on **Schedule A** which are being prosecuted on an intent to use basis, Assignee has acquired that portion of the business with which the marks listed therein are being used or, if not yet used, are intended to be used.

Assignor hereby covenants that Assignor has the full right to convey the entire interest assigned in this Assignment and that Assignor has not executed, and will not execute, any agreement in conflict with this Assignment or the rights conveyed in this Assignment. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authority in foreign trademark offices) to transfer all applications and registrations for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

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Assignor hereby further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall execute and convey as directed upon Assignee's request (or the request of Assignee's successor or assigns), any and all other documents or information requested by Assignee that are known or available to Assignor (or its successor or assigns) relating to the Trademarks, as Assignee in its sole discretion deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee, and will testify as to the same in any interference or other litigation or legal proceeding when requested so to do. In addition, for purposes of completing and executing any such documents, Assignor hereby appoints Assignee as Assignor's attorney in fact with full power and authority to complete any and all documents as Assignee determines in its sole discretion are advisable or necessary to fully vest in Assignee all rights in the Trademarks.

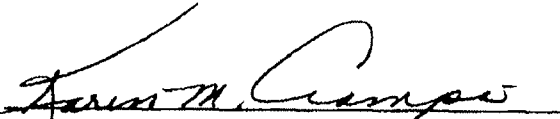
The preamble and the Recitals set forth above and the **Schedule A** referred to above are each incorporated into this Assignment as if each of the same were fully set forth in this Assignment.

Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Vermont without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused one of its duly authorized officers to execute this Assignment as of the Effective Date.

Jones & Lamson Vermont Corporation, a
Delaware corporation

By:



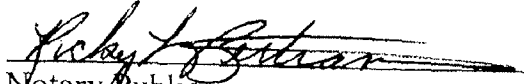
Name: Karen M. Ciampa

Title: SECRETARY & ASST TREASURER

State of Ohio)
) ss.:
County of Cuyahoga)

On this 31st day of May, 2002, before me, a notary public, personally appeared Karen M. Ciampa, who acknowledged herself to be the ^{SECRETARY} ~~ASST TREASURER~~ [title] of Jones & Lamson Vermont Corporation, a Delaware corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

Witness my hand and official seal.


Notary Public

RICKY L. BERTRAM, Attorney At Law
Notary Public, State of Ohio
My commission has ~~an~~ expiration date.
Section 147.03 R.C.

My commission expires: _____

SCHEDULE A

TRADEMARKS ASSIGNED BY JONES & LAMSON
TO BF ACQUISITION, LLC

Country	Mark	Regis./App. No.	Regis./App. Date	Expir. Date
U.S.	J&L Logo	522,634	3/21/50	3/21/10