

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
Capewell Components Company, LLC		02/03/2014	LIMITED LIABILITY COMPANY: CONNECTICUT

**RECEIVING PARTY DATA**

Name:	Ripley Tools, LLC
Street Address:	Two Chagrin Highlands
Internal Address:	3000 Auburn Drive, Suite 430
City:	Cleveland
State/Country:	OHIO
Postal Code:	44122-4340
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1406499	4 X 4 PLUS
Registration Number:	1237090	ACCU-CRIMP
Registration Number:	2000244	AMHERST FIBER OPTICS
Registration Number:	1417220	BANANA PEELER
Registration Number:	0995244	CABLEMATIC
Registration Number:	2032121	FIBER-SAFE
Registration Number:	1981940	MILLER
Registration Number:	2638103	
Registration Number:	2670881	
Registration Number:	1079249	NO-NIK
Registration Number:	2246348	RIPLEY
Registration Number:	2996756	UTILITYTOOL
Registration Number:	0580265	CM

**TRADEMARK**

**CORRESPONDENCE DATA**

Fax Number: 2162410816

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 216-622-8200

Email: ipdocket@calfee.com

Correspondent Name: Ryan W. Falk

Address Line 1: Calfee, Halter & Griswold LLP

Address Line 2: 1405 East Sixth St., The Calfee Building

Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	26521/04127
NAME OF SUBMITTER:	Carol A. Costanza
Signature:	/carol a. costanza/
Date:	02/10/2014

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of February 3, 2014, by and among Capewell Components Company, LLC, a Connecticut limited liability company with an address at 46 Nooks Hill Road, Cromwell, CT 06416 ("Assignor"), and Ripley Tools, LLC, an Ohio limited liability company with an address of Two Chagrin Highlands 3000 Auburn Drive, Suite 430 Cleveland, Ohio 44122-4340 ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated February 3, 2014 (the "Asset Purchase Agreement"), which provides, among other things, that Assignee is purchasing certain assets of Assignor; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in certain of Assignor's intellectual property, and Assignee desires to accept the assignment of such intellectual property from Assignor, subject to the terms and conditions of the Asset Purchase Agreement and this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are identified on Schedule A (the "Marks"), including; (ii) all registrations, and applications for registration, of the Marks worldwide; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid the Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all

without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

[Signature page follows]

In witness whereof, Assignor has executed this Assignment as of this 3<sup>rd</sup> day of -  
February 2014.

ASSIGNOR:

Capewell Components Company, LLC

By: Robert W. Petit  
Robert W. Petit

Title: Manager

State of New York )  
County of New York ) ss:

Subscribed to and sworn before me on this 3 day of February 2014.

Dai Wai  
Notary Public

CHIN FEMAN DAI WAI  
Notary Public, State of New York  
No. 02CH6244135  
Qualified in New York County  
Commission Expires 06/27/2015

My commission expires: \_\_\_\_\_

ASSIGNEE:

Ripley Tools, LLC

By: W. Todd Martin

Title: President

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

Subscribed to and sworn before me on this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**SCHEDULE A****MARKS**

<b>Trademark</b>	<b>Country</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>	<b>Status/ Next Renewal</b>
<b>4 x 4 PLUS</b>	United States	73/577,505 13-Jan-1986	1,406,499 26-Aug-1986	Issued 26-Aug-2016
<b>ACCU-CRIMP</b>	United States	352,684 2-Mar-1982	1,237,090 10-May-1983	Expired 10-May-2003
<b>AMHERST FIBER OPTICS</b>	United States	74/518,537 29-Apr-1994	2,000,244 10-Sep-1996	Expired
<b>BANANA PEELER</b>	United States	73/593,361 14-Apr-1986	1,417,220 18-Nov-1986	Issued 18-Nov-2016
<b>CABLEMATIC</b>	Benelux	34852 10-Sep-1974	328,307 10-Sep-1974	Issued 10-Sep-2014
<b>CABLEMATIC</b>	China	4071113 18-May-2004	4071113 14-Jun-2006	Issued 13-Jun-2016
<b>CABLEMATIC</b>	CTM	7254469 23-Sep-2008	7544469 16-Sept-2013	Issued
<b>CABLEMATIC</b>	Germany	U 4281/7 Wz 10-Sep-1974	942,386 10-Sep-1974	Issued 30-Sep-2014
<b>CABLEMATIC</b>	Hong Kong	300213038 12-May-2004	300213038 12-May-2004	Issued 11-May-2014
<b>CABLEMATIC</b>	Japan	166474/1992 31-Aug-1992	3,056,475 30-Jun-1995	Issued 30-Jun-2015
<b>CABLEMATIC</b>	United Kingdom	1,034,254 17-Aug-1974	1034254 14-Aug-1974	Issued 17-Aug-2015
<b>CABLEMATIC</b>	United States	72/454,372 12-Apr-1973	0,995,244 8-Oct-1974	Issued 8-Oct-2014
<b>CABLEMATIC (stylized &amp; design)</b>	Switzerland	4968 29-Apr-1974	270615 12-Jul-1974	Issued 14-Oct-2022
<b>CABLEMATIC in Chinese Characters</b>	China	8610145 26-Aug-2010	8610145 14-Sep-2011	Issued 13-Sep-2021
<b>FIBER-SAFE</b>	United States	75/060,787 22-Feb-1996	2,032,121 21-Jan-1997	Issued 21-Jan-2017

<b>Trademark</b>	<b>Country</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>	<b>Status/ Next Renewal</b>
<b>MILLER</b>	Hong Kong	300213047 12-May-2004	300213047 12-May-2004	Issued 11-May-2014
<b>MILLER</b>	United States	74/536,401 13-Jun-1994	1,981,940 25-Jun-1996	Issued 25-Jun-2016
<b>MILLER in Chinese Characters</b>	China	8610144 26-Aug-2010	8610144 14-Sep-2011	Issued 13-Sep-2021
<b>MISC. DESIGN</b>	United States	76/026,029 15-Apr-2000	2,638,103 22-Oct-2002	Issued 22-Oct-2022
<b>MISC. DESIGN</b>	United States	76/026,030 15-Apr-2000	2,670,881 7-Jan-2003	Issued 7-Jan-2023
<b>NO-NIK</b>	United States	73/117,605 1-Mar-1977	1,079,249 13-Dec-1977	Issued 13-Dec-2017
<b>RIPLEY</b>	China	5210304 13-Mar-2006	5210304 7-Apr-2009	Issued 6-Apr-2019
<b>RIPLEY</b>	China	5210303 13-Mar-2006	5210303 7-Apr-2009	Issued 6-Apr-2019
<b>RIPLEY</b>	CTM	46961 1-Apr-1996	46961 12-Nov-1998	Issued 1-Apr-2016
<b>RIPLEY</b>	Japan	127413/1993 22-Dec-1993	3,048,792 30-Jun-1995	Issued 30-Jun-2015
<b>RIPLEY</b>	United States	75/069,836 11-Mar-1996	2,246,348 18-May-1999	Issued 18-May-2019
<b>UTILITY TOOL</b>	France	92438534 21-Oct-1992	92438534 21-Oct-1993	Issued 21-Oct-2022
<b>UTILITY TOOL</b>	Italy	RM1993C/00029 8-Jan-1993	0001521404 10-Dec-2012	Issued 10-Dec-2022
<b>UTILITY TOOL (Stylized)</b>	United States	76/600,580 2-Jul-2004	2,996,756 20-Sep-2005	Issued 20-Sep-2015
<b>UTILITY TOOL in Chinese Characters</b>	China	8610143 26-Aug-2010	8610143 14-Sep-2011	Issued 13-Sep-2021
<b>CM</b>	United States	71631543 21-Jun-1952	0580265 22-Sep-1953	Issued