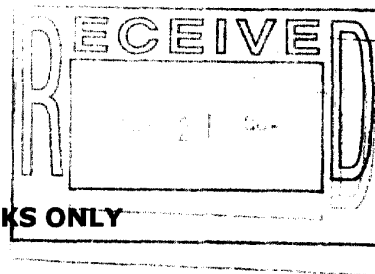


06-03-1998



100726609

RECORDATION FORM COVER SHEET -- TRADEMARKS ONLY



MD 5-21-98

Box Assignments
Commissioner of Patents and Trademarks
Washington, DC 20231

Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Fleet National Bank

2. Name and address of receiving party(ies):

Name: Capewell Components Company Limited Partnership
Street Address: 105 Nutmeg Road South
City, State, ZIP: South Windsor, Connecticut 06074

a Connecticut limited partnership

3. Nature of conveyance: Assignment effective December 31, 1997

4. Trademark Registration No. 580,265 granted September 22, 1953

Additional numbers are listed on attached sheet.

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

James E. Alix
Alix, Yale & Ristas, LLP
750 Main Street
Hartford, CT 06103

6. Total number of applications and registrations involved: 10

7. Total fee enclosed: \$265.00. If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

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.

06/02/1998 DC04TES 00000167 580265
01 FC:481 40.00 OP
02 FC:482 225.00 OP
Date: May 19, 1998

James E. Alix
James E. Alix

Total number of pages including cover sheet, attachments and document: 5

Attorney's Docket: CW/T27/14/US

Attachment to Recordation Form Cover Sheet

Reassignment of Trademarks effective December 31, 1997 from Fleet National Bank to Capewell Components Company Limited Partnership

Continuation of Item No. 4:

U.S. REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
RIPLEY	826,027	03-21-67
CABLEMATIC	995,244	10-08-74
ACCU-CRIMP	1,237,090	05-10-83
4 X 4 PLUS	1,406,499	08-26-86
BANANA PEELER	1,417,220	11-18-86
Rope Rider Design	1,706,949	08-11-92
ROPE RIDER	1,711,897	09-01-92
MILLER	1,981,940	06-25-96

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
RIPLEY	75/069,836	03-11-96

REASSIGNMENT OF TRADEMARKS

This reassignment is made by FLEET NATIONAL BANK (formerly known as Fleet Bank, National Association), a national banking association with a place of business at 777 Main Street, Hartford, Connecticut 06115 ("Assignor") and CAPEWELL COMPONENTS COMPANY LIMITED PARTNERSHIP, a Connecticut limited partnership with a place of business at 105 Nutmeg Road South, South Windsor, Connecticut 06074 ("Assignee").

By an Assignment of Trademarks dated February 17, 1994 between Capewell Components Company Limited Partnership and Fleet Bank, National Association, and an Amendment No. 1 to Assignment of Trademarks dated July 31, 1996 between Capewell Components Company Limited Partnership and Fleet National Bank, Assignee transferred certain trademarks to Assignor to secure the complete and timely satisfaction of the "Liabilities" of Assignee to Assignor.

All "Liabilities" having been satisfied, Assignor hereby grants, assigns and conveys to Assignee, nunc pro tunc, effective December 31, 1997, Assignor's entire right, title and interest in and to all of the trademarks, service marks, trademark and service mark registrations, tradenames and trademark and service mark applications which Assignee previously transferred to Assignor, including, without limitation, those listed on Schedule A hereto, (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iii) the right to sue for past, present and future infringements of any of the foregoing, (iv) all rights corresponding to any of the foregoing throughout the world, and (v) all goodwill and knowhow associated with and symbolized by any of the foregoing (collectively, the "Trademarks").

Assignor represents and warrants to Assignee that:

(a) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons;


(b) Assignor did not, pursuant to Paragraph 2(d) of the Assignment of Trademarks, encumber, sell, assign, pledge, transfer or grant a security interest in or otherwise dispose of all or any part of the Trademarks or any interests therein;

(c) Assignor did not, pursuant to Paragraphs 4 or 5 of the Assignment of Trademarks, obtain rights to any new Trademarks, or become entitled to the

benefit of any trademark application, not listed in Schedule A hereto and did not modify the agreement between Assignor and Assignee to include any Trademarks and trademark applications not listed in Schedule A hereto.

In witness whereof, Assignor has caused these presents to be executed by its duly authorized officer this 1 day of MAY, 1998.

FLEET NATIONAL BANK

By 
Name: TIMOTHY B. CURTIN
Title: VICE PRESIDENT

Date: 5/1/98

SCHEDULE A

U.S. REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CM	580,265	09-22-53
RIPLEY	826,027	03-21-67
CABLEMATIC	995,244	10-08-74
ACCU-CRIMP	1,237,090	05-10-83
4 X 4 PLUS	1,406,499	08-26-86
BANANA PEELER	1,417,220	11-18-86
	1,576,312	
CAPEWELL	1,594,105	05-01-90
Rope Rider Design	1,706,949	08-11-92
ROPE RIDER	1,711,897	09-01-92
MILLER	1,981,940	06-25-96

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
UTILITY TOOL	292,825	07-10-92
RIPLEY	75/069,836	03-11-96

FOREIGN TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Filing Date</u>
Benelux	CABLEMATIC	328,307	09-10-74
Germany	CABLEMATIC	42,386	09-10-74
Great Britain	CABLEMATIC	1,034,254	08-17-74
Japan	CABLEMATIC	3,056,475	08-31-92
Switzerland	CABLEMATIC	270,615	04-29-74
Canada	RIPLEY	162,599	10-07-67
CTM	RIPLEY	46,961	03-22-96
Japan	RIPLEY	309177	08-31-92
Japan	RIPLEY	3,048,792	12-22-93
France	UTILITY TOOL	92438534	10-21-92
Italy	UTILITY TOOL	659.014	01-08-93
Spain	UTILITY TOOL	1720218	09-14-92

UNREGISTERED TRADEMARKS

None