

REC

05-05-2000

Docket No.:

TR



214/33213

101347736

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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Simonds Industries, Inc.  
Ontario, Canada

210 APR 14 PM 3:43  
OPR/FINANCE

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

Name: Simonds Industries, Inc.

Internal Address:

Street Address: Intervale Road

City: Fitchburg State: MA ZIP: 01420

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

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State **Delaware**

Other

Additional names(s) of conveying party(ies)  Yes  No

If assignee is not domiciled in the United States, a domestic designation is  Yes  N

(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

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

Execution Date: **March 15, 2000**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

370,687

Additional numbers  Yes  No

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

Name: **George W. Neuner**

Internal Address: **Dike, Bronstein, Roberts**

**and Cushman LLP**

Street Address: **130 Water Street**

City: **Boston** State: **MA** ZIP: **02109**

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:

04-1105

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.

**George W. Neuner**  
Name of Person Signing

Signature

**11 April '00**  
Date

Total number of pages including cover sheet, attachments, and

14

TRADEMARK

## TRADEMARK ASSIGNMENT

WHEREAS, Household Manufacturing, Inc., a Delaware corporation, Household Manufacturing Canada, Inc. a Canadian federal corporation, and Household Manufacturing, Ltd., a United Kingdom corporation (collectively, "Household") sold, assigned and transferred certain business assets to Simonds Industries Inc., a Delaware corporation, Simonds Industries Inc., an Ontario, Canada corporation, and Simonds Industries Ltd., a United Kingdom corporation (collectively, "Simonds") as set forth in a Trademark Assignment document executed April 15, 1988 (recorded at Reel 0654, Frame 0829 and reel 0656, frame 0042);

WHEREAS, the business assets included the entire right, title and interest in and to the trademarks, trademark applications, trademark registrations ("TRADEMARKS"), listed on Attachment A, attached hereto and made a part hereof, and the goodwill of the business symbolized thereby;

WHEREAS, it was intended that the business assets held by Household Manufacturing, Inc., a Delaware corporation be transferred to Simonds Industries Inc., a Delaware corporation; that the business assets held by Household Manufacturing Canada, Inc. a Canadian federal corporation be transferred to Simonds Industries Inc., an Ontario, Canada corporation, and that the business assets held by Household Manufacturing, Ltd., a United Kingdom corporation be transferred to Simonds Industries Ltd., a United Kingdom corporation;

WHEREAS, the business assets of Household Manufacturing, Inc., a Delaware corporation were transferred to Simonds Industries Inc., a Delaware corporation by BILL OF SALE dated April 15, 1988 (Attachment B); and


WHEREAS, the TRADEMARKS listed on Attachment A are United States TRADEMARKS;

NOW THEREFORE, in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration paid to them by Simonds Industries Inc., a Delaware corporation, Simonds Industries Inc., an Ontario, Canada corporation and Simonds Industries Ltd., a United Kingdom corporation (collectively "Assignor") do hereby assign and transfer their entire right, title and interest in and to the TRADEMARKS together with the goodwill of the business symbolized thereby to Simonds Industries Inc., a Delaware corporation ("Assignee").


IN WITNESS HEREOF, Simonds Industries Inc., an Ontario, Canada corporation and Simonds Industries Ltd., a United Kingdom corporation (collectively "Assignor") each have caused this instrument to be executed by an officer thereof duly authorized and its seal to be affixed hereto.

Dated: March 15, 2000

Simonds Industries Inc.,  
an Ontario, Canada corporation

By:   
Title: Raymond J. Marchio, President  
[Seal]

Simonds Industries Ltd.,  
a United Kingdom corporation

By:   
Title: Raymond J. Marchio, Managing Director  
[Seal]

**SIMONDS CUTTING TOOLS**  
 (Wallace-Murray Corporation)  
 Household Manufacturing Corporation

<b>Trademark</b>	<b>Reg. No.</b>	<b>Date</b>	<b>Goods</b>	<b>Renew</b>
Picture of ribbon	89,509	12/17/ 12 1972 renewed	Saws	1992
SIMONDS	99,027	8/11/14 1974 renewed	Saws and Machine Knives	1994
RED TANG & Red Band on Tang of File	149,046	12/6/21 1981 renewed	Files	2001
TUNGSWELD	179,372	2/5/24 1984 renewed	Machine Knives & Shears	2004
Red Band on Blade	196,882	3/31/25 1985 renewed	Saw Blades	2005
Red Band on Knife Edge	196,889	3/31/25 1985 renewed	Machine Knives	2005
RED STREAK	197,551	4/21/25 1985 renewed	Machine Knives	2005
RED STREAK	263,267	11/5/29 1969 renewed	Saws	1989
Red end on saw	263,872	11/12/29 1969 renewed	Saws	1989
SIMONDS on Ribbon & Red Streak Mark	264,872	12/10/29 1969 renewed	Saws	1989
SIMONDS SI-CLONE	316,240	8/21/34 1974 renewed	Machine Knives	1994
S	342,257	1/12/37 1977 renewed	Saw Bits	1997
RED STREAK	527,293	7/4/50 1970 renewed	Saws, Spacing collars Rotary Metal Shears Machine Knives and Flat Ground Stock	1990

Trademark	Reg. No.	Date	Goods	Reg.
SIMONDS on Ribbon Scroll	531,952	10/17/50 Renewed 1970	In Classes 14, 23, 26 and 4	199
SIMONDS STEEL & Shield Design	534,987	12/19/50 Renewed 1970	Saws and Machine Knives	199
TUNGSWELD	570,007	2/3/53 Renewed 1973	Machine Knives and Shears, saws bits	199
STAND-ALL	601,017	1/18/55 Renewed 1975	Saw Bits	199
SI-CHROME	642,907	3/19/57 Renewed 1977	Saw Bits	199
BLUE TIP	670,557	12/2/58 Renewed 1978	Saw Bits	199
Design (Lazy 8)	670,899	12/9/58 Renewed 1978	Metal Cutting Band Saws	199
ROYAL CHINOOK	687,188	10/27/59 Renewed 1979	Saws & Machine Knives	199
SI-NAMIC	692,778	2/9/60 Renewed 1980	Machine Knives for Cutting Paper	200
SIMO-BRITE	692,779	2/9/60 Renewed 1980	Saw Shanks and Bits	200
SI-NAMIC	712,481	3/14/61 Renewed 1981	Machine Knives for Cutting Paper and for Saws	200
SI-CLONE	765,009	2/18/64 Renewed 1984	Machine Knives and Circular Saws	200
COBALT 529	783,974	1/26/65 Renewed 1985	Metal cutting circular saws	200
SI-MET	776,991	9/15/64 Renewed 1984	Saws	200
WELD-EDGE	778,734	10/20/64 Renewed 1984	Saws	200
SIMALOY	797,149	10/5/65 Renewed 1985	Saws	200

Trademark	Reg. No.	Date	Goods	Ren.
Design (Red Band on a side edge)	796,348	9/21/65 Renewed 1985	Machine Knives	200
Design (Lazy 8)	789,967	5/25/65 Renewed 1985	Saw Blades	200
SIMO-FLEX	883,296	12/30/69	Steel Cutting, Creasing and Perforating Rules	198
LOCK-SLOT	933,169	5/2/72	Inserted Saw Teeth	199
SI-PITCH	1,086,827	3/7/78	Bandsaw Blades	199
SI-PLY	1,148,200	3/10/81	Saw Blades for Use in Machine Tools	200
SI-WELD	1,154,558	5/19/81	Band Saw Blades	200
DIAMOND and S Design	1,233,415	4/5/83	Steel Rule	200
Diamond Design	1,258,349	11/22/83	Steel Rule	200
PORT-A-MAX	1,372,160	11/26/85	Band Saw Blades	200
MAXIMISER	1,422,548	12/30/86	Band Saw Blades	200

## [FORMERLY HELLER TOOL CO]

Trademark	Reg. No.	Date	Goods	Ren
BLACK KING & Shield Design	127,486	11/11/19 Renewed 1979	Files and Rasps	1995
WHITE TANG on File	161,781	11/21/22 Renewed 1982	Files and Rasps	2005
SUPER DUTY	252,686	2/11/29 Renewed 1969	Files	1985
Representation of a Horse	303,710	6/6/33 Renewed 1973	Class 23	1995
NUCUT	322,059	2/26/35 Renewed 1975	Class 23 Files	1995
VIXEN	368,475	6/20/39 Renewed 1979	Files	1995
Repr. of an Animal's Head	368,746	6/27/39 Renewed 1979	Files	1995
HELLER NUCUT & Pict. of Horse	370,687	9/5/39 Renewed 1979	Files	1999
AMSWISS	426,024	12/10/46 Renewed 1986	Files	2006
RACE-TRAK & Design	525,738	5/30/50 Renewed 1970	Files, Rasps, Hammers Tongs, Clinchers & Pincers	1990
EXCELSIOR	533,794	11/21/50 Renewed 1970	Files	1990
HELLER	533,796	11/21/50 Renewed 1970	Files, Rasps, Hammers, Chisels, Tongs, Nippers, Pincers, Punches, Wrenches Scrapers, Blacksmiths' & Farriers' Tools	1990
MADDEN	534,118	11/28/50 Renewed 1970	Files	1990
JOHNSON & Design	539,427	3/13/51 Renewed 1971	Files	1991

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Goods</u>	<u>Ren</u>
WHISCUT	551,241	11/27/51 Renewed 1971	Files	199
MULTI-KUT	665,693	8/12/58 Renewed 1978	Files	199
HELLER & Des.	701,777	7/26/60 Renewed 1980	See Certificate	200
SUPER DUTY	869,700	5/20/69	Hand Tools--Namely Hammers, Hatchets and Picks	198



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: HOUSEHOLD MANUFACTURING, INC., a Delaware corporation ("Seller") for good and valuable consideration to it paid at or before the delivery of this instrument, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, convey, transfer, assign and deliver unto SIMONDS INDUSTRIES INC., a Delaware corporation ("BUYER"), its successors and assigns, all of the Purchased Assets as defined in the Purchase and Sale Agreement (the "Agreement") dated April 13, 1988, between the Seller and BUYER.

To have and to hold the same unto BUYER, its successors and assigns, forever.

Seller does, for itself and its successors and assigns, represent and agree with BUYER, and its successors and assigns, that Seller is the lawful owner of and has good and marketable title to the Purchased Assets; that, except as otherwise referred to in the Agreement, all of the Purchased Assets are free and clear of all Encumbrances as defined in the Agreement; that Seller has the legal right to sell, grant, convey, transfer, assign and deliver the Purchased Assets as aforesaid.

Seller, for itself and its successors and assigns, does hereby covenant with BUYER, and its successors and assigns, that Seller, from time to time hereafter (without further consideration), well do, execute, acknowledge and deliver, all such further acts, deeds, transfers, assignments, conveyances, and assurances for the better assuring, assigning, granting, transferring, conveying and confirming unto BUYER, its successors and assigns, all and singular the Purchased Assets hereby granted, sold, transferred, conveyed, assigned and delivered as BUYER, or its successors and assigns, shall reasonably require.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale this 15 day of April, 1988.

HOUSEHOLD MANUFACTURING, INC.

By: *[Signature]*  
Its: *Vice President*

ATTEST:

By: *Thomas L. Aldrich*  
Its: *Assistant Secretary*

[CORPORATE SEAL]

**DECLARATION OF DAVID P. WITMAN**

I, David P. Witman, declare that:

1. I am an attorney duly licensed to practice in the Commonwealth of Massachusetts.
2. I have been corporate legal counsel to Simonds Industries, Inc., a Delaware corporation having its principle place of business at 135 Intervale Road, Fitchburg, MA 01420 for over 12 years.
3. I am familiar with the transaction between the Household Manufacturing companies ("Household") and the Simonds companies ("Simonds") involving the sale, assignment and transfer of certain business assets to Simonds by Household.
4. Both Simonds and Household had separate corporations for doing business in the United States, Canada and the United Kingdom.
5. The Purchase and Sale Agreement ("Agreement") was executed by all of the corporations. The Agreement contains a provision for allocating the purchase price among the buying and selling companies based on the fair market value of the assets used in the conduct of the business in the respective countries. The Agreement further provides that (1) "U.K. SELLER agrees to sell to U.K. BUYER and U.K. BUYER agrees to acquire from U.K. SELLER the Purchased assets used in the conduct of the Business in the United Kingdom . . ." and (2) "U.S. SELLER and CANADIAN SELLER agree to sell to U.S. BUYER and CANADIAN BUYER, respectively, the assets used in the conduct of the Business in each country . . ."
6. Thus, on information and belief, the intent of the Agreement was for each of the Household companies to transfer to each of the Simonds companies the business assets used in the conduct of the business in the respective countries.

7. In further pursuit of that intent, a separate bill of sale was executed by Household Manufacturing, Inc., a Delaware corporation to Simonds Industries Inc., a Delaware corporation (Attachment A).

8. The TRADEMARK ASSIGNMENT executed on April 15, 1988 by the Household companies to the Simonds companies included assignment of trademark rights in the United States as well as in foreign countries other than Canada and United Kingdom.


9. Prior to that assignment, on information and belief, all of the United States trademark rights were owned by Household Manufacturing, Inc., a Delaware corporation, because of the change of name from Wallace Murray Corporation, a Delaware corporation. (See, for example, Reel 0445, Frame 0116 and Reel 0140, Frame 0236).

10. Therefore, on information and belief, Household Manufacturing Canada, Inc. a Canadian federal corporation, and Household Manufacturing, Ltd., a United Kingdom corporation, held no rights in the United States trademarks listed in Schedule A to the TRADEMARK ASSIGNMENT executed on April 15, 1988.

11. By the TRADEMARK ASSIGNMENT executed on April 15, 1988, all right, title and interest in the listed United states trademarks along with the goodwill symbolized thereby was transferred by Household Manufacturing, Inc., a Delaware corporation to the Simonds companies, i.e., Simonds Industries Inc., a Delaware corporation, Simonds Industries Inc., an Ontario, Canada corporation, and Simonds Industries Ltd., a United Kingdom corporation, collectively, although on information and belief that was not the intent.

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine and/or imprisonment under Section 1001 of Title 18 of the United States Code, and that any such willful false statements may jeopardize the validity of any trademark registration issuing hereon, further declares that the facts set forth in this declaration are true; that all statements made of his own knowledge in this declaration are true, and that all statements made on information and belief are believed to be true.

Date: 3/22/08

  
\_\_\_\_\_  
David P. Witman

Attachment A -  
Declaration of  
David P. Dittman

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: HOUSEHOLD MANUFACTURING, INC., a Delaware corporation ("Seller") for good and valuable consideration to it paid at or before the delivery of this instrument, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, convey, transfer, assign and deliver unto SIMONDS INDUSTRIES INC., a Delaware corporation ("BUYER"), its successors and assigns, all of the Purchased Assets as defined in the Purchase and Sale Agreement (the "Agreement") dated April 13, 1988, between the Seller and BUYER.

To have and to hold the same unto BUYER, its successors and assigns, forever.

Seller does, for itself and its successors and assigns, represent and agree with BUYER, and its successors and assigns, that Seller is the lawful owner of and has good and marketable title to the Purchased Assets; that, except as otherwise referred to in the Agreement, all of the Purchased Assets are free and clear of all Encumbrances as defined in the Agreement; that Seller has the legal right to sell, grant, convey, transfer, assign and deliver the Purchased Assets as aforesaid.

Seller, for itself and its successors and assigns, does hereby covenant with BUYER, and its successors and assigns, that Seller, from time to time hereafter (without further consideration), well do, execute, acknowledge and deliver, all such further acts, deeds, transfers, assignments, conveyances, and assurances for the better assuring, assigning, granting, transferring, conveying and confirming unto BUYER, its successors and assigns, all and singular the Purchased Assets hereby granted, sold, transferred, conveyed, assigned and delivered as BUYER, or its successors and assigns, shall reasonably require.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale this 15 day of April, 1988.

HOUSEHOLD MANUFACTURING, INC.

By: *Hyli G. [Signature]*  
Its: *Vice President*

ATTEST:

By: *Thomas L. Aldrich*  
Its: *Assistant Secretary*  
[CORPORATE SEAL]

Continuation of Box 1

1. Name of Conveying Party(ies):

**Simonds Industries, Inc.**  
**United Kingdom**

Other: United Kingdom Corporation