

06-24-2004

FORM PTO-1594

(Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE

SHEET Patent and Trademark

OfficeOMB No. 0651-0011 (exp. 4/94)

Tab settings

Atty. Docket No.: 4232-044312

To the Assistant Commissioner for Trademarks: Please record the attached original documents or copy thereof.

JUN 11 2004

1. Name of conveying party(ies): G.14-04

THOMAS INDUSTRIES INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation - Delaware, 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: December 17, 2003

2. Name and address of receiving party(ies)

Name: INDUSTRIAL DE HERRAMIENTAS, S.A.

Internal Address:

Street Address: Poniente 128 No. 787

Bodega 15-K, Col. Industrial Vallejo

Azcapotzalco, Mexico, D.F. 02300

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation Mexico, 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 patent number(s):

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

584,817 registered January 19, 1954

Additional numbers attached? Yes No

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

Name: William H. Logsdon

Internal Address: Webb Ziesenheim Logsdon

Orkin & Hanson, P.C.

Street Address: 700 Koppers Building

436 Seventh Avenue

City: Pittsburgh State: PA ZIP: 15219-1818

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 triplicate copy of this page if paying by deposit account)

06/23/2004 MSETACHE 0000099 584817

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40.00 DP

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.

William H. Logsdon, Reg. No. 22,132 Name of Person Signing

Signature

June 11, 2004 Date

Total number of pages including cover sheet, attachments and document 9

**AGREEMENT FOR THE  
ASSIGNMENT OF TRADEMARKS**

**THIS AGREEMENT** is made as of the 17 day of December 2003, by and between **THOMAS INDUSTRIES INC.**, (the “Assignor”), a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 1419 Illinois Avenue, Sheboygan, Wisconsin 53081, U.S.A. and **INDUSTRIAL DE HERRAMIENTAS, S.A.** (the “Assignee”), a corporation organized and existing under the laws of Mexico, having its principal place of business at Poniente 128 No. 787 Bodega 15-K, Col. Industrial Vallejo, Azcapotzalco, Mexico, D.F. 02300.

**WHEREAS**, Assignor is the owner of that certain trademark “Spray-It” (hereinafter the “Mark”) and the registrations and applications therefor set forth on Schedule A to this Agreement (the “Trademarks”) and has previously licensed the use of the Trademarks to Assignee pursuant to a certain Trademark License Agreement;

**WHEREAS**, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks throughout the world, including the right to bring actions for infringement of the Trademarks occurring prior to the date of this Assignment, and the good will associated therewith;

**NOW, THEREFORE**, the parties hereto do hereby agree as follows

1. Assignor, for valuable and legally sufficient consideration, in the amount of \$75,000.00 to be paid by Assignee to the Assignor on the following schedule: \$5,000 upon execution of this Agreement, \$20,000 on January 15, 2004, \$25,000 on April 15, 2004, and \$25,000 on July 15, 2004, has sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto Assignee, Assignor’s entire right, title and interest in and to the Trademarks, all associated goodwill, and the associated registrations

and applications identified in Exhibit A, including the right to bring actions for infringements of said trademarks occurring prior to the date of this Assignment Agreement.

2. Assignee has herewith tendered to Assignor its check in the amount of \$5,000 as partial consideration for the assignment of the Trademarks, and agrees to pay the remaining installments set forth above within ten (10) days from the date on which each payment becomes due.

3. Assignor makes no representations or warranties concerning the validity of the Trademarks or the right of Assignee to continue to use the Trademarks in connection with the Assignee's goods, except that Assignor warrants and represents that Assignor is the owner of record of each trademark registration and application set forth on Schedule A hereto.

4. The parties agree that Assignee's use of the Trademarks from the date hereof forward shall be solely the responsibility of Assignee.

5. Assignor agrees to cause the Assignment of Trademarks, attached hereto as Exhibit B, to be duly executed by its representative. Assignee will have the sole and exclusive responsibility and expense to effect, record and perfect this assignment of the Trademarks (collectively "Perfect" or "Perfecting" or "Perfection"), provided that, if requested by Assignee, Assignor will execute such other and further instruments and documents prepared and presented to Assignor by Assignee as are reasonably necessary to Perfect this assignment of the Trademarks

6. Any dispute arising between the parties relating to this Agreement shall be decided exclusively in the state or federal courts of Wisconsin, United States of America.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Wisconsin and the United States of America.

7. This Agreement embodies all of the representations and agreements of the parties with respect to this subject matter, and all prior understandings, representations and warranties (whether oral or written) with respect to such matters are superseded. This Agreement may not amended, modified, waived, discharged or orally terminated except by an instrument in writing signed by the party or an executive officer of the party against whom enforcement of the change, waiver, discharge or termination is sought.

8. The Recitals are incorporated in the body of this Agreement as if set forth at length.

**IN WITNESS WHEREOF**, the parties hereto have duly caused this Assignment Agreement to be executed by their respective authorized representative effective as of the day and year first above written.

**THOMAS INDUSTRIES INC.**

By: James Kregel  
Type Name: James Kregel  
Title: V.P. & General Manager  
Date of Signature: 10/15/03

**INDUSTRIAL DE HERRAMIENTAS,  
S.A.**

By: Manuel Gonicman  
Type Name: Manuel Gonicman  
Title: owner AND General Manager  
Date of Signature: 12-17-03

**SCHEDULE A  
REGISTRATIONS AND APPLICATIONS FOR THE MARK**

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Renewal Date</u>
Argentina	SPRAYIT	7	Registered	1,503,491	12/27/61*	549,570	05/10/60	01/31/04*
Argentina	SPRAYIT	7	Registered	1,589,479	01/25/86	549,571	05/10/60	01/25/06
Benelux	SPRAYIT	6, 7	Registered	075,578	10/30/73	557,998	11/08/71	11/08/08
Brazil	SPRAYIT	007	Registered	816661294	10/17/00	816661294	04/08/92	10/17/10
Brazil	SPRAYIT	007	Registered	816644578	11/12/96	816644578	03/16/92	11/12/06
Brazil	SPRAYIT	009	Registered	816644560	11/09/93	816644560	11/09/93	11/09/13
Canada	SPRAYIT	000	Registered	171,141	09/11/70	326,206	09/26/69	09/11/15
Chile	SPRAYIT	7, 9, 12	Registered	600,954	07/20/60	87,932-A	03/07/60	08/02/11
Columbia	SPRAYIT	007	Registered	47,155	10/03/60	unknown	04/02/60	10/03/10
Denmark	SPRAYIT	6, 7, 8, 11	Registered	268/1965	01/23/65	2496/1964	09/01/64	01/23/05
Ecuador	SPRAYIT	7	Registered	1626	11/09/78	951	06/22/78	11/08/13
European Community	SPRAYIT	7	Registered	000031807	03/16/99	000031807	04/01/96	04/01/06
Finland	SPRAYIT	6, 7	Registered	46,368	03/05/66	2843/64	09/03/64	03/05/06
Germany	SPRAYIT	6, 7, 8	Registered	824,890/7	10/13/66	T9983/23 WZ	10/06/64	10/31/04
Germany	SPRAYIT & DESIGN	6, 7, 8	Registered	824/891/6	10/13/66	T9984/23 WZ	10/06/64	10/31/04
Indonesia	SPRAYIT	7	Registered	414196	04/06/98	D97-12625	06/26/97	12/26/06 06/26/07?
Italy	SPRAYIT	6, 7	Registered	461,149	01/18/65	75/371	09/05/64	09/05/04
Japan	SPRAYIT	009	Registered	703,373	04/06/66	45 524/64	09/30/64	04/06/06
Mexico	SPRAYIT	7, 8, 9, 11, 12, 16, 17, 21	Registered	105,672	12/06/61	502546	12/08/60	12/08/05
Norway	SPRAYIT	7, 8	Registered	65,993	04/08/65	83,694	10/07/64	04/08/05
Peru	SPRAYIT	16	Registered	22,790	07/18/69	15440	02/21/69	02/21/04
Philippines	SPRAYIT	18, 24	Pending			42002000026	01/02/02	
Portugal	SPRAYIT	007	Registered	207,247	12/29/87	207,247	6/17/80	12/29/07
South Africa	SPRAYIT	007	Registered	64/3350	11/09/65	64/3350	09/01/64	09/01/04
Spain	SPRAYIT	007	Registered	458,535	04/04/67	458,535	11/03/64	04/04/07
Sweden	SPRAYIT	7, 8	Registered	156,662	09/03/76	3764/75	09/02/75	09/03/06
Switzerland	SPRAYIT	6,7,8	Registered	337,364	9/9/64	4325	09/09/64	09/09/04
Taiwan	SPRAYIT	084	Registered	314,562	1/31/86	73-53912	11/05/84	1/31/06
Thailand	SPRAYIT	7	Registered	Kor110815	03/24/00	338902	07/15/97	07/14/07
United Kingdom	SPRAYIT	007	Registered	1,169,639	02/12/82	1,169,639	04/17/85	02/12/13
United Kingdom	SPRAYIT	007	Registered	B955,951	4/2/74	955,951	2/72/70	2/27/05
United States	SPRAYIT	007	Registered	584,817	01/19/54	71/631,911	06/07/52	01/19/04
United States	SPRAYIT	6,7,11,17	Registered	1,239,156	05/24/83	73/231,935	09/19/79	05/24/13

SCHEDULE A  
REGISTRATIONS AND APPLICATIONS FOR THE MARK

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Renewal Date</u>
United States	SPRAYIT STYLIZED LETTERS	007	Registered	581,857	11/03/53	71/629,995	05/21/52	11/03/03
United States	SPRAYIT STYLIZED LETTERS	007	Registered	585,038	01/26/54	71/629,996	05/21/52	01/26/04
Uruguay	SPRAYIT	7, 8	Registered	290,847	07/22/66	106,026	04/22/65	11/28/06
Uruguay	SPRAYIT	012	Registered	267,872	02/20/84	141,534	11/22/82	02/20/04
Venezuela	SPRAYIT	053	Registered	41676-F	06/26/62	2203	06/17/60	06/26/07

\* The month and date of these two entries should be the same. Suggest new owner contacts foreign counsel to confirm renewal date ASAP.

**SCHEDULE B**

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Thomas Industries Inc. ("Assignor"), a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 1419 Illinois Avenue, Sheboygan, Wisconsin 53081, U.S.A. is the owner of that certain trademark SPRAY-IT and the registrations and applications set forth in Schedule A attached hereto (the "Trademarks");

WHEREAS, Industrial de Herramientas, S.A. ("Assignee"), a corporation organized and existing under the laws of Mexico, having its principal place of business at Poniente 128 N. 787 Bodega 15-K, Col. Industrial Vallejo, Azcapotzalco, Mexico, D.F. 02300, is desirous of acquiring the entire right, title and interest in and to the Trademarks, including the right to bring actions for infringement of the Trademarks occurring prior to the date of this Assignment;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Assignor, the Assignor has sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto the Assignee, the Assignor's entire right, title and interest in and to the Trademarks, including the right to bring actions for infringements of the Trademarks occurring prior to the date of this Assignment, together with that part of the goodwill of the Assignor's business connected with and symbolized by the Trademarks;

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment of Trademarks to be executed by its authorized representative and Assignee accepts said Assignment of Trademarks.

**ASSIGNOR: THOMAS INDUSTRIES  
INC.**

By: James Kregel  
Type Name: James Kregel  
Title: V.P. + General Manager  
Date of Signature: 10/15/03

**ASSIGNEE: INDUSTRIAL DE  
HERRAMIENTAS, S.A.**

By: Manuel Gonicman  
Type Name: Manuel Gonicman  
Title: owner and General manager  
Date of Signature: 12/17/03

STATE OF Wisconsin

COUNTY OF Sheboygan

CERTIFICATE OF ACKNOWLEDGMENT

I, Kenda Kettenhoren, a Notary Public, in and for the County and State aforesaid, do hereby certify that James Kregel, known to me to be the VP + GM of THOMAS INDUSTRIES INC., appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on behalf of THOMAS INDUSTRIES INC. as his free and voluntary act for the uses and purposes therein set forth.

15<sup>th</sup> IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal, this day of October, 2003.

Notary Public

My Commission Expires:

12/17/06



CERTIFICATE OF ACKNOWLEDGMENT

I, S. Chavez, a Notary Public, do hereby certify that Manuel Bonicman, known to me to be the Owner - General Manager of INDUSTRIAL DE HERRAMIENTAS, S.A., appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on behalf of INDUSTRIAL DE HERRAMIENTAS, S.A. as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal, this 18th day of Dec, 2003.

Notary Public

My Commission Expires: 5-26-03

S. Chavez

