

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Biesemeyer Manufacturing Corporation

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

Citizenship (see guidelines) Arizona, USA

Execution Date(s) October 2, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SHEET

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Charles E. Yocum, Esquire

Internal Address: TW199

Street Address: 701 East Joppa Road

City: Towson

State: MD Zip: 21286

Phone Number: 410-716-2956

Fax Number: 410-716-2610

Email Address: chuck.yocum@bdk.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2548

Authorized User Name Charles E. Yocum

9. Signature:

Charles E. Yocum
Signature

4/5/2005
Date

Charles E. Yocum

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



TRADEMARK

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TABLE 1

Application Type	Assignor	Country	State	Serial No. Application No.	Application Date	Registration No.	Registration Date	Word Mark	Stylized Mark	™ or ®	Status Link	Status
TM	Biesemeyer	US		74164369	05/06/1991	1676582	02/25/1992	T-SQUARE		®	STATUS	LIVE
TM	Biesemeyer	US		73460940	01/16/1984	1312074	01/01/1985	T-SQUARE & Design		®	STATUS	LIVE
TM	Biesemeyer	US		73375730	01/21/1982	1275807	01/01/1984	T-SQUARE & Design		®	STATUS	LIVE
TM	Biesemeyer	US		74315464	09/21/1992	1769725	05/11/1993	BIESEMEYER		®	STATUS	LIVE
TM	Biesemeyer	US		73623687	10/02/1988	1443665	06/16/1987	BIESEMEYER		®	STATUS	DEAD
TM				76586541	04/13/04			Design				

ASSIGNMENT OF UNITED STATES TRADEMARKS,

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

WHEREAS, Biesemeyer Manufacturing Corporation, a corporation organized and existing under the laws of Arizona, having its principal office address at 216 South Alma School Drive, Suite 3, Mesa, Arizona 85210 (hereinafter, the "Assignor"), is the owner of certain Trademarks, Trademark Registrations and Applications for Registration identified in Table 1 attached hereto and the good will associated therewith; and

WHEREAS, The Black & Decker Corporation, a corporation organized and existing under the laws of the State of Maryland, United States of America, having its principal office at 701 East Joppa Road, Towson, Maryland 21286 (hereinafter, the "Assignee"), is acquiring the entire right, title and interest of the Assignor in and to said United States Trademarks, Trademark Registrations and Applications for Registration identified on Table 1 attached hereto and the good will associated therewith in accordance with the terms of a Purchase Agreement dated July 16, 2004 between the Assignee and Pentair, Inc. (the "Purchase Agreement").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration not herein specifically enumerated, the receipt and sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the Assignee, its successors, assigns or other legal representatives, Assignor's entire right, title and interest including the good will associated therewith, any common law rights in and to the said Trademarks, Trademark Registrations and Application for Registrations, together with all rights thereunder as the same would have been held by the Assignor had this Assignment and sale not been made, Assignor reserving no rights unto itself. In connection with the foregoing, the Assignor hereby acknowledges and agrees to

execute any and all transfer notices and other documents necessary and to do all other acts necessary or advisable in order to validly and effectively sell, assign and transfer said Trademarks, Trademark Registrations and Applications for Registration unto Assignee.

The foregoing sale, assignment and Transfer shall include all claims for profits and damages of past infringement, if any, of said Trademarks, Trademark Registrations and Applications for, with the right to sue for and collect the same for the Assignee's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

This Assignment is being executed in connection with the closing of the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by a duly authorized corporate officer and its corporate seal to be hereto affixed.

October 2, 2004
Date

BIESEMEYER MANUFACTURING CORPORATION

By: Louis Ainsworth
Name: Louis L. Ainsworth
Title: Secretary

STATE OF)
) ss
COUNTY OF)

On this 2nd day of October, 2004, before me, Jessica Lochmann, personally appeared Louis L. Ainsworth who acknowledged himself to be a Secretary of the Biesemeyer Manufacturing Corporation and is authorized to execute documents on behalf of the corporation.

(SEAL) Jessica S. Lochmann
Notary Public

My commission ~~expires~~ is permanent

