

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
SANWA PROFESSIONAL CUTLERY, INC.		10/31/2005	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	ARY, INC.		
Street Address:	10301 Hickman Mills Drive		
Internal Address:	Suite 200		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64137		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1469608	SANWA COMFORT GRIP	
Registration Number:	1706276	VACMASTER	
CORRESPONDENCE DATA			
Fax Number:	(816)474-9057		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8164749050		
Email:	cdb@hoveywilliams.com		
Correspondent Name:	Hovey Williams LLP		
Address Line 1:	2405 Grand Blvd.		
Address Line 2:	Suite 400		
Address Line 4:	Kansas City, MISSOURI 64108		
ATTORNEY DOCKET NUMBER:	AGC/1613.096 AND 1613.039		
NAME OF SUBMITTER:	Andrew G. Colombo		

CH \$65.00 1469608

Signature:

/Andrew G. Colombo/

Date:

11/02/2005

Total Attachments: 3

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ASSIGNMENT

This Agreement is entered into by and between **SANWA PROFESSIONAL CUTLERY, INC.** (hereinafter "ASSIGNOR"), a corporation duly organized under the laws of the State of Missouri having an address 10301 Hickman Mills Drive, Suite 200, Kansas City, MO 64137; and **ARY, INC.** (hereinafter "ASSIGNEE"), a corporation duly organized under the laws of the State of Missouri having an address of 10301 Hickman Mills Drive, Suite 200, Kansas City, MO 64137.

Whereas, ASSIGNOR, has adopted, used and/or licensed the use of, and is using and/or licensing the use of the Registrations covering the marks enumerated in Exhibit A, which is attached hereto:

Whereas, ASSIGNEE is desirous of acquiring all of ASSIGNOR's right, title and interest in, to and under the Marks and the Registrations.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR has sold, assigned and transferred, and by these presents does sell, assign and transfer unto ASSIGNEE the full and exclusive right, title and interest, throughout the world, in, to and under the Marks and the Registrations (set forth in Exhibit A), together with the good will of the business symbolized by the Marks and the right to sue for and collect on all claims for damages by reason of past infringement of the Marks or the Registrations.
2. At ASSIGNEE's request, ASSIGNOR shall provide non-monetary assistance to ASSIGNEE in registering, perfecting, enforcing or defending ASSIGNEE's rights in the Marks.

This Agreement is executed this 31st day of October, 2005

EXHIBIT A

<u>REGISTRATION NO.</u>	<u>MARK</u>	<u>ISSUE DATE</u>
1,469,608	SANWA COMFORT GRIP AND DESIGN	December 22, 1987
1,706,276	VACMASTER	August 11, 1992