

EXHIBIT A

LIST OF ASSIGNED ASSETS

All right, title and interest in and to technology and know-how relating to the development, manufacture and distribution of hand tools and the administration of the hand tool business including, without limitation, the following:

UNITED STATES OF AMERICA

Trademarks

Registration Number	Registered Date	Renewal Date	
516,728	Oct. 25, 1949	Oct. 25, 2009	Channellock (Design)
744,588	Feb. 05, 1963	Feb. 05, 2003	Channellock (Block)
744,756	Feb. 05, 1963	Feb. 05, 2003	Channellock (Block)
756,374	Sep. 10, 1963	Sep. 10, 2003	Champion DeArment
755,319	Aug. 18, 1964	Aug. 18, 2004	Channellock (Block)
829,733	Jan. 06, 1967	Jan. 06, 2007	Griplock
907,170	Feb. 02, 1971	Feb. 02, 2001	Tog-L-Lock
1,252,187	Sep. 27, 1983	Sep. 27, 2003	Permalock (formerly Reg. No. 131,133)
1,285,276	Jan. 10, 1984	Jan. 10, 2004	Profiturn Center
1,345,672	Jul. 02, 1985	Jul. 02, 2005	Logo (Design Only)
1,536,106	Apr 25, 1989	Apr. 25, 1999	Design Only (Blue Handles)
1,563,066	Oct. 31, 1989	Oct.31, 1999	Little Champ
1,865,583	Dec. 06, 1984	Dec. 06, 2004	Channellock Blue
1,879,533	Feb. 21, 1995	Feb. 21, 2005	420 (Word Mark)
1,879,534	Feb. 21, 1995	Feb. 21, 2005	440 (Word Mark)
1,894,835	May 23, 1995	May 23, 2005	430 (Word Mark)
1,931,624	Oct. 31, 1995	Oct. 31, 2005	Griplock (Word Mark)
2,026,348	Dec. 31, 1996	Dec. 31, 2006	Channellock (Block)
2,031,513	Jan. 21, 1997	Jan. 21, 2007	Get A Grip and Design
2,119,152	Dec. 07, 1997	Dec. 07, 2007	Get A Grip (Word Mark)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement (this "Assignment") is made as of May 1, 1998, between CHANNELLOCK, INC., a Pennsylvania corporation (the "Assignor"), and CHANNELLOCK, INC., a Delaware corporation (the "Assignee").

Preamble

The Assignor is the sole shareholder of the Assignee. The Assignor desires to assign to the Assignee, and the Assignee desires to acquire from the Assignor, the assets referenced in Exhibit A hereto (the "Assets"). Therefore, the parties hereto, intending to be legally bound hereby, agree as follows.

Agreement

1. **Assignment.** For one dollar and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, grants, conveys and assigns to the Assignee, and the Assignee hereby assumes, the Assets consisting of, without limitation, all of the Assignor's copyrights, whether or not registration has been sought, including, but not limited to, copyrights existing in catalogs, flyers, packaging designs and promotional items (hereinafter "Copyrights"); all of the Assignor's statutory and common law right, title and interest in, and obligations in, to and under, all trademarks and trade dresses (hereinafter "Trademarks") currently owned by Assignor and all trademarks hereinafter acquired by Assignor, including, without limitation, all right, title and interest in and to the Trademarks, Registrations, and Applications listed in Exhibit A, together with the goodwill, of the business symbolized by all such Trademarks; and

Assignor further assigns to Assignee, for Assignee's own use and behalf, and for the use and behalf of Assignee's successors, assigns and/or legal representatives, without limitation: the right to defend the Trademarks and Copyrights assigned herein, including all claims for damages by reason of past infringement; the right to sue for damages by reason of past infringements; and the right to collect damages for past infringements.

2. **Assumption and Indemnification.** In further consideration of the foregoing assignment by the Assignor, the Assignee hereby assumes, and agrees to pay, perform and discharge, and to indemnify and hold harmless the Assignor and its successors and assigns from and against all obligations and liabilities arising from or relating to the Assets that first accrue, or are to be performed or satisfied, on or after the date hereof, and for any failure by the Assignee to perform its obligations hereunder.
3. **Miscellaneous** The validity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations or communications made on behalf of such parties with respect to the subject matter hereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania conflicts law. This Agreement shall inure to the benefit of the parties, and their respective successors and assigns.

ATTEST:

CHANNELLOCK, INC., Assignor

W.D. Ament, President

ATTEST:

CHANNELLOCK, INC., Assignee

W.D. Ament, President

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2,031,513	Jan. 21, 1997	Jan. 21, 2007	Get A Grip and Design
2,119,152	Dec. 07, 1997	Dec. 07, 2007	Get A Grip (Word Mark)
Pending	Pending		Nutbuster Filed Jan. 27, 1997

UNITED STATES OF AMERICA

Patents

Patent No.	Issue Date	
4,603,607	Aug. 05, 1986	Pivot Construction for Slip Joint Pliers and the like
5,134,908	Aug. 04, 1992	Adjustable Jaw Type Plier with Hand Protecting Over Travel Limit
Pending	Pending	Automatic Radio Frequency Machine

ARGENTINA

Trademarks

Registration Number	Registration Date	Renewal Date	
1,710,427	Jul. 31, 1992	Jul. 31, 2002	Channellock (Block)
1,748,644	May 29, 1992	May 29, 2002	Channellock (Logo)

BRAZIL

Trademarks Registration Number	Registration Date	Renewal Date	
815,679,980	Mar. 17, 1992	Mar. 16, 2002	Channellock (Block)
815,693,788	Mar. 17, 1992	Mar. 17, 2002	Logo (Design Only)
817,202,862	Aug. 30, 1994	Aug. 30, 2004	440 (Word Mark)
817,202,870	Aug. 20, 1994	Aug. 30, 2004	430 (Word Mark)
817,202,900	Aug. 30, 1994	Aug. 30, 2004	420 (Word Mark)

CANADA

Trademarks Registration Number	Registration Date	Renewal Date	
293,185	Jul. 29, 1966	Jul. 29, 2011	Channellock (Block)
293,982	Jul. 29, 1966	Jul. 29, 2011	Channellock (Block)
506,734	Apr. 13, 1984	Apr. 13, 1999	Logo (Design Only)
661,437	Feb. 07, 1992	Feb. 07, 2007	Logo (Design Only)
710,698	Mar. 11, 1994	Mar. 11, 2009	Design Only (Blue Handles)
735,836	Oct. 21, 1994	Oct. 21, 2009	440 (Word Mark)
735,838	Oct. 21, 1994	Oct. 21, 2009	430 (Word Mark)
735,839	Oct. 21, 1994	Oct. 21, 2009	420 (Word Mark)
736,146	Sep. 29, 1995	Sep. 29, 2010	Griplock
798,659	Jan. 21, 1997	Jan. 21, 2012	Design (The Color Channellock Blue)

MEXICO

Trademarks Registration Number	Registration Date	Renewal Date	
42,257	Aug. 04, 1950	Apr. 20, 2004	Channellock (Block)
85,671	Sep. 18, 1990	Apr. 23, 2005	Logo (Design Only)
173,621	Dec. 07, 1993	Jul. 22, 2003	440 & Design
173,622	Nov. 16, 1995	Jul. 22, 2003	420 & Design
173,634	Dec. 07, 1993	Jul. 22, 2003	430 & Design
235,359	Jul. 28, 1995	Jun. 22, 2005	Griplock

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Trademarks Registration Number	Registration Date	Renewal Date	
41,934	Jun. 25, 1981	Feb. 01, 2006	Channellock (Block)

VENEZUELA

Trademarks Registration Number	Registration Date	Renewal Date	
1,031	Jun. 27, 1950	Jun. 27, 2005	Channellock (Design)