

10-15-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101173764

RE MRD
10-8-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 101087763
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name WORKTOOLS, INC.

04 23 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name FISKARS INC.

DBA/AKA/TA

Composed of

Address (line 1) 636 Science Drive

Address (line 2)

Address (line 3) Madison Wisconsin 53711

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization Wisconsin

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001974 FRAME: 0690

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75007728"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Previously submitted

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Jeanne Marie Gills

Name of Person Signing

Signature

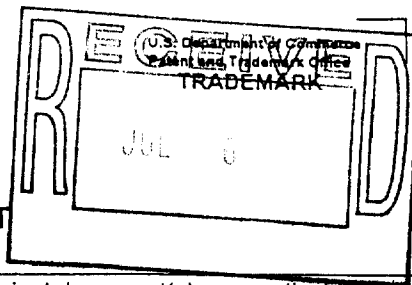
Date Signed

07-12-1999



101087763

RECORDATION FORM COVER SHEET
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7.6.99

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04 23 1999

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- Other
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DBA/AKA/TA

Composed of

Address (line 1) **636 Science Drive**

Address (line 2)

Address (line 3) **Madison**

City

Wisconsin

State/Country

53711

Zip Code

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- Other
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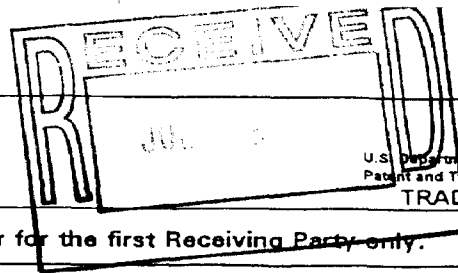
07/06/1999 BNGUYEN 00000378 75007728

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Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Jeanne Marie Gills
Name of Person Signing

Signature

7/1/99
Date Signed

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into as of the last date of execution by the parties hereto (the "Effective Date") is by and between FISKARS INC., a corporation duly organized and existing under the laws of the State of Wisconsin, and having a principal place of business at 636 Science Drive, Madison, Wisconsin 53711 (hereinafter referred to as "FISKARS") and WORKTOOLS, INC., a corporation duly organized and existing under the laws of the State of California, and having a principal place of business at 20755 Plummer Street, Chatsworth, California 91311 (hereinafter referred to as "WORKTOOLS").

WHEREAS, pursuant to a Settlement Agreement previously entered into by the parties, this Agreement is executed contemporaneously with a License Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, WORKTOOLS hereby sells, assigns and transfers to FISKARS, its successors and assigns, WORKTOOLS' entire right, title and interest in and to, and to the use of, the trademark GATOR-GRIP, including all rights in pending U.S. Trademark Application Serial Number 75/007,728, and further including all rights to file additional United States trademark applications therefor, all rights to the registrations to issue thereon and all rights to the renewals thereof, together with the entire goodwill of the business symbolized by the GATOR-GRIP mark; all rights, interests and obligations running toward or granted to WORKTOOLS under any agreement or other arrangement entered into prior hereto by WORKTOOLS or any of its predecessors in title, it being expressly understood that WORKTOOLS retains pursuant to the

License Agreement executed herewith all rights to royalty payments obtained from the license of the GATOR-GRIP marks; and any and all claims and demands WORKTOOLS or its predecessors may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the GATOR-GRIP mark, including the right to recover claims for damages and compensation. Such right, title and interest in and to the GATOR-GRIP mark shall be held and enjoyed by FISKARS, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by WORKTOOLS if this assignment and sale had not been made.

WORKTOOLS further hereby sells and assigns to FISKARS, its successors and assigns, its foreign rights to the GATOR-GRIP mark in all trademark granting countries of the world, including the right to file applications or obtain trademark registrations in its own name in said countries under the terms of the Paris Convention for the Protection of Intellectual Property, together with all of WORKTOOLS' rights of priority and all other rights under any and all international agreements to which the United States adheres. WORKTOOLS hereby authorizes and requests any official, whose duty it is to issue in any country trademark registrations, to issue trademark registrations to FISKARS or its nominees, successors or assigns, as FISKARS may from time-to-time request.

WORKTOOLS hereby covenants and warrants that the rights and property herein conveyed are free and clear of any encumbrances inconsistent with this Agreement and the License Agreement executed concurrently herewith, and that WORKTOOLS has full right to convey the entire interest herein assigned. WORKTOOLS further represents that it owns all rights conveyed hereunder, that it has not previously sold, assigned, or otherwise transferred any interest in the GATOR-GRIP mark other than a certain license to Endeavor Tool Company, LLC

and that it has not executed and will not at any time in the future execute any agreement in conflict herewith.

Agreed and Accepted By:

Agreed and Accepted By:

FISKARS INC.

WORKTOOLS, INC.

BY: *Ray D. Pentney*
TITLE: *Vice President*
DATE: *4/29/99*

BY: *Paul J. Galante*
TITLE: *CEO*
DATE: *4/23/99*

7504.1 (July 24, 1997: 6:57 p.m.)