

12-29-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

12/29/1999 DNGUYEN 00000015 75357444

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 400.00 OP

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: 002004 FRAME: 0098

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="75/357,444"/>	<input type="text" value="75/357,441"/>	<input type="text"/>	<input type="text" value="1206990"/>	<input type="text" value="1565530"/>	<input type="text" value="1911130"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1939403"/>	<input type="text" value="1956604"/>	<input type="text" value="1964551"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1996250"/>	<input type="text" value="2039266"/>	<input type="text" value="2053228"/>

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

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.

Alan R. Thiele

12/17/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

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Registration Number(s)

2060200	2076665	2085156
2098629	2129585	2271285
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Intellectual Property Assignment") is entered into this 24th day of November, 1999 by and between McGuire-Nicholas, LLC, a Texas limited liability company (in California, dba M-N Acquisitions, LLC) ("Purchaser") and McGuire-Nicholas Company, LLC, a Delaware limited liability company ("Seller").

WITNESSETH:

WHEREAS, Purchaser, Rooster Products International, Inc., a Texas corporation and the parent of Purchaser ("Parent") and Seller have entered into an Asset Purchase Agreement, dated as of November 24, 1999 (the "Asset Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser and Purchaser has agreed to purchase from Seller substantially all of the assets used in connection with the design, manufacture, distribution, marketing and sale of construction aprons, nail and tool bags, tool pouches, tool holders, work and support belts, knee pads and similar equipment by the Seller, other than assets relating to real property, employees, funded indebtedness and certain other Excluded Assets (the "Business"); and

WHEREAS, Seller desires to transfer and assign to Purchaser, and Purchaser desires to acquire, all of Seller's right, title and interest in and to the Intellectual Property listed in Annex I (the "Property") together with the portion of the Business (other than the excluded assets) to which the Property pertains and all of the goodwill associated with and symbolized by the Property pursuant to Section 1.1 of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells and assigns to Purchaser, and Purchaser hereby accepts the sale and assignment of, all of Seller's right, title and interest in and to the Property, including, without limitation, the portion of the Business to which the Property pertains and all of the goodwill associated with and symbolized by the Property and all rights to sue for infringement thereof.

If there is any conflict between this Intellectual Property assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused their duly authorized representatives to execute this Intellectual Property Assignment as of the date and year first above written.

MCGUIRE-NICHOLAS, LLC,
a Texas limited liability company
(in California, dba M-N Acquisitions, LLC)

By: [Signature]
Name: A. J. ("Art") Hodas
Title: Vice President and Treasurer

MCGUIRE-NICHOLAS COMPANY, LLC,
a Delaware limited liability company

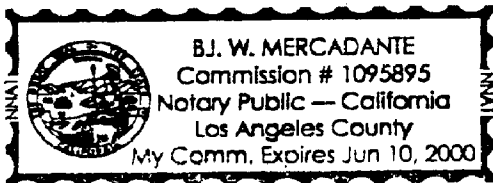
By: [Signature]
Name: EDWARD L. PLUMMER
Title: CHAIRMAN

By: [Signature]
Name: KIRK BROWN
Title: PRESIDENT + CEO

STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

On November 24, 1999, before me, BJ. MERCADANTE, Notary Public, personally appeared Edward L. Plummer and Kirk Brown, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this Intellectual Property Assignment and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on this Intellectual Property Assignment the persons, or the entity upon behalf of which the persons acted, executed this Intellectual Property Assignment.

WITNESS my hand and official seal.
[Signature]

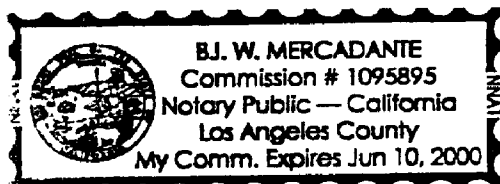


STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

On November²⁴, 1999, before me, BJ. MERCADANTE, Notary Public, personally appeared A.J. ("Art") Hodas ~~andXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this Intellectual Property Assignment and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on this Intellectual Property Assignment the persons, or the entity upon behalf of which the persons acted, executed this Intellectual Property Assignment.

WITNESS my hand and official seal.

BJ. Mercadante



ANNEX I

ISSUED UTILITY PATENTS

<u>No.</u>	<u>Title</u>	<u>Issue Date</u>
5,501,379	Modular Utility Belt	26-Mar-1996
5,470,000	Carrier Belt Support System	28-Nov-1995
5,938,276	Portable Seat for Pail	17-Aug-1999

ISSUED DESIGN PATENTS

<u>No.</u>	<u>Title</u>	<u>Issue Date</u>
333,215	Tool Pouch . . . for Cordless Drill	16-Feb-1993
324,309	Hammer Holder	03-Mar-1992
316,485	Combined Nail & Tool Bag	30-Apr-1991
316,186	Leather Tool Caddy	16-Apr-1991
316,185	Tool Caddy	16-Apr-1991
374,313	Support Belt	01-Oct-1996
380,876	Non-Marring Knee Pad	08-Jul-1997
316,465	Steam Generating Machine	23-Apr-1991

TRADEMARK REGISTRATIONS

<u>No.</u>	<u>Mark</u>	<u>Reg. Date</u>
1,206,990	HAMMER SNAPPER	07-Sep-1982
1,565,530	TOUGH PROLITE COMFORT & Design	14-Nov-1989
1,911,130	NICHOLAS	15-Aug-1995
1,939,403	PROLITE	05-Dec-1995
1,956,604	MCGUIRE-NICHOLAS & Design	13-Feb-1996
1,964,551	PROVALUE	26-Mar-1996
1,996,250	MISCELLANEOUS DESIGN	20-Aug-1996
2,039,266	BUILD-A-BELT	18-Feb-1997
2,053,228	PRO-MAX	15-Apr-1997
2,060,200	PROTECT Supp. Reg.	06-May-1997
2,076,665	PROTECT	08-Jul-1997
2,085,156	PROTECT MCGUIRE NICHOLAS SAFETY GEAR & Design	05-Aug-1997
2,098,629	BUCKET CADDY	23-Sep-1997
2,129,585	BUCKET BENCH Supp. Reg.	13-Jan-1998
2,271,285	MEDALLION	14-Aug-1999
475,322	NICHOLAS	28-Apr-1997

PENDING TRADEMARK APPLICATIONS

<u>No.</u>	<u>Mark</u>	<u>App. Date</u>
75/357,444	MCGUIRE-NICHOLAS	15-Sep-1997
75/357,441	TUFFWEAR	15-Sep-1997
862,493	TUFFWEAR	25-Nov-1997
862,492	WORKBASICS	25-Nov-1997
862,490	MCGUIRE-NICHOLAS	25-Nov-1997

COPYRIGHT REGISTRATIONS

<u>No.</u>	<u>Title</u>	<u>Reg. Date</u>
TX-3-744-972	Prolite Support Belt	16-May-1994
VA-414-438	Before & After Toolbelt; "Mr. Bumbles" photographs	22-Jun-1990

DOMAIN NAMES

<u>Name</u>	<u>Registrar</u>
nicholas.com	Network Solutions, Inc.

LICENSE AGREEMENTS

<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>
Stanley Logistics, Inc. and The Stanley Works	McGuire-Nicholas Company, LLC	15-Apr-1999
Steve Ambrosius and Neil Van Boxtel	McGuire-Nicholas Company, Inc.	1-Apr-1994
Nicholas Garcia	McGuire-Nicholas Company, LLC	12-Apr-1999
Travelon	McGuire-Nicholas Company, LLC License arrangements	14-Sep-1999