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U.S. DEPARTMENT OF COMMERCE
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03-11-2002

Tab sett U.S. Patent & TMO/TM Mail Rcpt Dt. #58



102053252

To the Assistant Commissioner for Trademark

are attached original documents or copies thereof.

1. Name of conveying party(ies):
 B.C. AMES COMPANY 3-11-02
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name B.C.AMES, INC.
 Internal Address _____
 Street Address 78 STONE PLACE
 City MELROSE State MA ZIP 02176
 Additional names & addresses attached? Yes No

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date JANUARY 22, 2002

4. Application number(s) or trademark registration number(s)
 If this document is being filed together with a new application, the execution date is: _____
 A. Trademark Application Serial No(s). B. Trademark Registration No(s).
753,707 & 889,049

5. Name and address of party to whom correspondence concerning document should be mailed:
SIEGMAR SILBER, ESQ.
SILBER & FRIDMAN
 66 Mount Prospect Avenue
 Clifton, New Jersey 07013

6. Total number of applications and trademarks involved 2
 7. Total fee enclosed ... \$ 65.00
 37 CFR §2.6(b) (6)
 8. N/A

04/11/2002 LUMELER 00000209 753707

01 FC:481
02 FC:482

40.00 OP
25.00 OP

DO NOT USE THIS SPACE

9. 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.
3/3/04/02 Siegmair Silber
 Date Siegmair Silber, Attorney at Law
 Total No. of Pages Comprising Cover Sheet 1

tmapps/cust103.rec/PCU-103

TRADEMARK
REEL: 002480 FRAME: 0880

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 22nd day of January, 2002 (the "Effective Date"), by and between B. C. Ames Company, a corporation of the Commonwealth of Massachusetts, ("Assignor") and B. C. Ames, Inc., a corporation of the Commonwealth of Massachusetts, having a principal place of business at 78 Stone Place, Melrose, MA 02176 ("Assignee").

WHEREAS, Assignor owns the United States trademarks and related domain name, including the goodwill associated therewith and registrations and renewals therefor, (the "Trademarks"), as follows:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ACCU-FLOW	753,707	JULY 30, 1963
AMES	889,049	APRIL 7, 1970

WHEREAS, Assignor desires to assign its entire right, title, and interest in and to the Trademarks to Assignee;

WHEREAS, Assignee desires to acquire all of Assignors' right, title, and interest in and to the Trademarks or similar legal protection to be obtained therefor in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, B. C. Ames Company, a corporation of the Commonwealth of Massachusetts, hereby assigns to B. C. Ames, Inc., a corporation of the Commonwealth of Massachusetts, having a

principal place of business at 78 Stone Place, Melrose, MA 02176. all right, title and interest in the United States and its territorial possessions and in all foreign countries and to all Trademarks or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said marks by said application or any division or renewal thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted in and to said trademarks whether presently registered or not, together with the goodwill of the business symbolized by said trademarks.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said registrations and renewals for said Trademarks and legal equivalents in foreign countries as may be known and accessible to **ASSIGNORS** and will testify as to the same in any inter partes proceeding or litigation related thereto and will promptly execute and deliver to **ASSIGNEE** or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said

applications and registrations for said Trademarks and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET HAND AND SEAL THIS

22nd day of January, 2002.

FOR B. C. AMES COMPANY, ASSIGNOR

By *Henry C. Chapman*, President

FOR B. C. AMES, INC., ASSIGNEE

By *[Signature]*, President

COMMONWEALTH OF MASSACHUSETTS)
County of Worcester) ss.

On this 22nd day of January, 2002, personally appeared, to me known and known to me to be President of **B. C. AMES COMPANY**, the assignor above named, and acknowledged that he executed the foregoing Assignment in favor of the assignee thereof, **B. C. AMES, INC.**, pursuant to authority duly received.

Regina Maria
Notary Public

My Commission Expires 06/09/05