

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
Burns Bros., Inc.		09/09/2011	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Peerless Chain Company
Street Address:	1416 East Sanborn Street
City:	Winona
State/Country:	MINNESOTA
Postal Code:	55987
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2109149	Z
Registration Number:	1914800	SHUR GRIP Z
Registration Number:	1914801	SUPER Z
Registration Number:	1681605	Z-CHAIN
Registration Number:	1274258	
Registration Number:	1174093	QUIK GRIP
Registration Number:	3049077	SUPER Z6
Registration Number:	1134073	THE RADIAL CHAIN
Registration Number:	1359099	SHUR GRIP
Registration Number:	1567017	WHITESTAR BY SECURITY

CORRESPONDENCE DATA

Fax Number: (612)332-1780
 Phone: 612-332-8200
 Email: ptomail@mhiplaw.com

900203471

**TRADEMARK
 REEL: 004633 FRAME: 0775**

CH \$265.00 2109149

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Moore & Hansen, PLLP
Address Line 1: 225 South Sixth Street
Address Line 2: Suite 4850
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	P13 MULT.
NAME OF SUBMITTER:	Terry Donovan
Signature:	/Terry Donovan/
Date:	09/30/2011

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS AND TRADE DRESS

WHEREAS, BURNS BROS., INC., an Oregon corporation doing business as and operating a division known as Security Chain Company and as SCC (collectively the *Assignor*) with offices at 4949 SW Meadows Road, Suite 330, Lake Oswego, Oregon 97035-5275, has adopted, is using and is the owner of all the right, title, and interest in and to the United States and foreign registered trademarks and trade dress identified on the attached "SCHEDULE TO TRADEMARK AND TRADE DRESS ASSIGNMENT" along with all the goodwill of the business symbolized by and associated therewith (hereafter *Trademark and Trade Dress Rights*); and

WHEREAS, PEERLESS CHAIN COMPANY, a Minnesota corporation with offices at 1416 East Sanborn Street, Winona, Minnesota 55987 (the *Assignee*), desires to acquire the said Trademark and Trade Dress Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee:

- (a) all right, title and interest of Assignor in and to the said Trademark and Trade Dress Rights, including all rights of Assignor in and to all applications and registrations identified therein and all goodwill of the business symbolized by and associated with the trademarks and trade dress described therein;
- (b) all common law and other non-statutory rights associated with the Trademark and Trade Dress Rights and including all goodwill of the business symbolized by and associated with such trademarks and trade dress described therein;
- (c) all statutory and common law rights to any trademarks or trade dress of Assignor relating to or used in or by Assignor's division known as Security Chain Company or SCC and including all goodwill of the business symbolized by and associated with such trademarks and trade dress;
- (d) all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Trademarks or Trade Dress Rights or under common law rights or under other non-statutory rights associated with said Trademark and Trade Dress

Rights, including, without limitation, all causes of action and other enforcement rights for damages, injunctive relief and any other remedies of any kind, for past, present, and future infringement by third parties of the Trademark or Trade Dress Rights, or dilution of or damage or injury to the trademarks and trade dress or such associated goodwill or other conveyed rights described in this Assignment; and

- (e) all rights to collect royalties and other payments under or on account of any of the trademarks or trade dress conveyed by this Assignment.

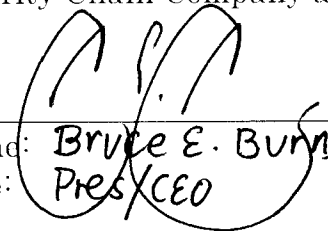
Assignor hereby authorizes the trademark office or governmental agency in each jurisdiction to register any and all Trademarks or Trade Dress Rights in the name of Assignee, as the assignee of the entire interest therein, and to record this Assignment as evidence that Assignee is the owner of all rights, title and interest therein.

Assignor agrees to take all further actions reasonably requested by Assignee, without any further consideration but at the cost and expense of Assignee, as deemed reasonably necessary by Assignee to permit Assignee to (i) enjoy all the benefits of the transfer intended by this Assignment, (ii) conduct proceedings regarding the assigned trademarks and trade dress (including without limitation any litigation, opposition or cancellation proceedings), and (iii) perfect or defend title to the assigned trademarks and trade dress, including, without limitation, the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, maintaining, renewing and/or enforcing the assigned trademarks and trade dress.

Assignee hereby accepts the assignment of the said Trademark and Trade Dress Rights and all other rights described herein.

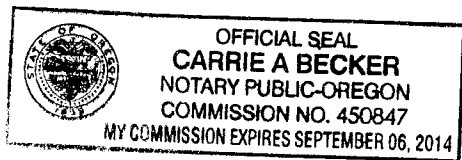
IN WITNESS WHEREOF, the Assignor and Assignee, by their duly authorized officers, have executed this Assignment, as an instrument under seal, effective as of this ____ day of September, 2011.

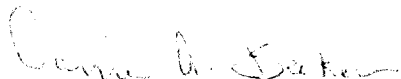
ASSIGNOR
BURNS BROS., INC. doing business as
Security Chain Company and SCC

By: 
Name: Bruce E. Burns
Title: Pres/CEO

STATE OF Oregon
COUNTY OF Multnomah ss.

On this the 9th day of September, 2011, before me appeared Bruce E. Burns, the person who signed this instrument on behalf of Assignor, who acknowledged that he signed such instrument as his free act and deed.




Notary Public
My commission expires: 9/6/14

SCHEDULE TO TRADEMARK AND TRADE DRESS ASSIGNMENT



FROM

BURNS BROS., INC.

TO

PEERLESS CHAIN COMPANY

Trademarks:

Trademark Country	Class Goods	Application No. Registration No.	Application Date Registration Date	Status
Z U.S.	Class 12: Tire chains for land vehicles.	75/197,714 2,109,149	12-Nov-1996 28-Oct-1997	Renewal due: 28-Oct-2017
SHUR GRIP Z U.S.	Class 12: Tire chains for land vehicles.	74/580,860 1,914,800	30-Sep-1994 29-Aug-1995	Renewal due: 29-Aug-2015
SUPER Z U.S.	Class 12: Tire chains for land vehicles.	74/580,861 1,914,801	30-Sep-1994 29-Aug-1995	Renewal due: 29-Aug-2015
Z-CHAIN U.S.	Class 12: Tire chains for land vehicles.	74/029,798 1,681,605	16-Feb-1990 31-Mar-1992	Renewal due: 31-Mar-2012
Snowflake Design  U.S.	Class 12: Tire chains.	73/419,404 1,274,258	30-Mar-1983 17-Apr-1984	Renewal due: 17-Apr-2014
QUIK GRIP & Design  U.S.	Class 12: Passenger car and truck tire chains.	73/234,721 1,174,093	11-Oct-1979 20-Oct-1981	Renewal due: 20-Oct-2011

SUPER Z6 U.S.	Class 12: Tire chains for land vehicles.	78/436,483 3,049,077	16-Jun-2004 24-Jan-2006	Declaration of Use due: 24-Jan-2012
THE RADIAL CHAIN (and design) 	Class 12: Tire chains.	73/107,507 1,134,073	23-Nov-1976 29-Apr-1980	Expired 03-Dec-2010
SHUR GRIP	Class 12: Tire chains for land vehicles.	73/493,300 1,359,099	7-Sep-1984 10-Sept-1985	Expired 17-Jul-2007
WHITESTAR BY SECURITY (and design) 	Class 12: Tire chains for land vehicles.	73/783,330 1,567,017	27-Feb-1989 21-Nov-1989	Expired 26-Jun-2010
ICEBEAR Z European Community	Class 12: Tire chains for land vehicles.	2974723 002974723	16-Dec-2002 08-Mar-2004	Renewal due: 16-Dec-2012
ICEMAN Z European Community	Class 12: Tire chains for land vehicles.	2974665 002974665	16-Dec-2002 08-Mar-2004	Renewal due: 16-Dec-2012
THE RADIAL CHAIN BY CHAMPION & Design  Canada	Tire chains.	487250 TMA282010	20-May-1982 05-Aug-1983	Renewal due: 05-Aug-2013
QUIK GRIP Canada	Tire chains.	0472592 TMA266481	14-Jul-1981 12-Feb-1982	Renewal due: 12-Feb-2012

Trade Dress:

Multiple yellow tensioner clips on a tensioner, as shown below, which are used to put proper tension on and thereby stabilize an installed cable tire chain

