

12-06-2001

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



PATENTS ONLY

101908759

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wescon Products Company

12.4.01

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Blitz U.S.A., Inc.

Internal Address: _____

Street Address: 404 26th Ave., N.W.

City: Miami State: _____ ZIP: 74354

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 3, 2001

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

4,793,222	D374,387	D388,681
4,901,607	D377,698	
5,038,452	D379,292	
5,259,281	D388,569	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert D. Hovey, Esq.

Internal Address: Hovey, Williams, Timmons & Collins

12/05/2001 BTOM11 00000098 4793222

01 FC:581 360.00 OP

Street Address: 2405 Grand Blvd., Suite 400

City: Kansas City State: MO ZIP: 64108

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41):.....\$ 360.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

19-0522

(Attach duplicate copy of this page if paying by deposit account)

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.

Robert D. Hovey

Name of Person Signing

Signature

10/17/01
Date

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNMENT OF PATENTS AND TRADEMARKS

ASSIGNMENT OF PATENTS AND TRADEMARKS made as of the 3 day of October, 2001, by Wescon Products Company, a Delaware corporation, with its principal place of business at Wichita, Kansas ("Assignor"), to Blitz U.S.A., Inc., an Oklahoma corporation, with its principal place of business at Miami, Oklahoma ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of October 1, 2001, (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents and trademarks of Assignor listed on Exhibit "C" to the Agreement. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of (a) all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents"), and (b) all of Assignor's worldwide right, title, and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and tradenames listed on Schedule A annexed hereto and incorporated hereby by this reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents and the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent or Mark, whether arising prior to or subsequent to the date of this Assignment of Patents and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents and Trademarks shall be governed by and construed in

accordance with the laws of the State of Kansas without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents and Trademarks s of the date first above written.

Wescon Products Company

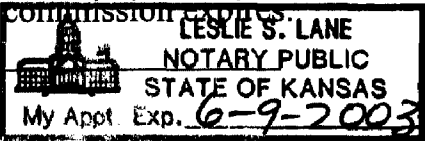
By: *Michael Bukaty*
Name: Michael Bukaty
Title: President

State of Kansas)
) ss..
County of Sedgwick)

On this 3rd day of October, 2001, before me, Michael Bukaty, personally appeared as President of Wescon Products Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Leslie S. Lane
Notary Public

My commission expires

LESLIE S. LANE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6-9-2003

**SCHEDULE A TO
ASSIGNMENT OF TRADEMARKS AND PATENTS**

Page 1 of 2

Registered Trademarks or Applications

<u>Mark</u>	<u>Reg./App. No.</u>
ICEBREAKER	1,022,516
ICEBREAKER	1,224,291
MR. RATCHET (stylized)	1,331,744
MR. RATCHET	1,331,745
ULTRA-GLIDE & design	1,397,400
SPRAYGEE	1,722,012
SQUEEGEE WIZ	2,117,745
POWERATCHET	2,132,100
ULTRADRIVER	2,202,050
POCKETWRENCH II	2,248,492

Patents/Applications

<u>Patent No.</u>	<u>Title</u>	<u>Country</u>	<u>Issue Date</u>
4,793,222	Ratcheting Tool Driver and Method of Assembling a Ratcheting Tool Driver	U.S.	December 27, 1988
4,901,607	Ratcheting Tool Driver and Method of Assembling an Improved Ratcheting Tool Driver	U.S.	February 20, 1990
5,038,452	Method of Assembling an Improved Ratcheting Tool Driver	U.S.	August 13, 1991
5,259,281	Combination Hand Tool	U.S.	November 9, 1993
NI-68981	Screwdriver	Taiwan	April 8, 1995
94 3795	Screwdriver	Mexico	May 23, 1994

**SCHEDULE A TO
ASSIGNMENT OF TRADEMARKS AND PATENTS
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Design Patents/Applications

<u>Patent No.</u>	<u>Title</u>	<u>Country</u>	<u>Issue Date</u>
D374,387	Screwdriver	U.S.	October 8, 1996
D377,698	Cleaning Tool	U.S.	January 28, 1997
D379,292	Folding Saw	U.S.	May 20, 1997
D388,569	Squeegee	U.S.	December 30, 1997
D388,681	Screwdriver	U.S.	January 6, 1998

Other

Assignor's remaining rights, if any, with regard to the following trademarks, trademark applications, design patents and applications therefor, each of which has expired, lapsed or been abandoned:

Lapsed or Abandoned Trademarks/Applications

<u>Mark</u>	<u>Reg./App. No.</u>
S-10	1,643,650
MR 606	1,654,188

Lapsed or Abandoned Design Patents/Applications

<u>Patent No.</u>	<u>Title</u>	<u>Country</u>	<u>Issue Date</u>
App #94 3795	Screwdriver (application only)	Mexico	Filed: May 23, 1994 (patent not issued)
78680	Screwdriver	Canada	July 12, 1996