



05-23-2002

Commissioner of Patents & Trademarks

BO



Washington, D.C. 20231

Form PTO-1595

(Rev. 03/01)

RECORDATION

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U.S. DEPARTMENT OF COMMERCE

U.S. PATENT AND TRADEMARK OFFICE

To the honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof:

1. Name of Conveying Party(ies):

The Nack Company Limited

5-20-02

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

2. Name and Address of Receiving Party(ies):

Name: **Techtronic Industries Company Limited**Street Address: **24/F, CDW Building**Street Address: **398 Castle Peak Road**City: **Tsuen Wan, N.T.**State/Country: **HONG KONG**

Postal Code:

Additional name(s) and addresses attached? ☐ Yes ☐ No

3. Nature of Conveyance:

☐ Assignment☐ Change of Name☐ Security Agreement☐ Other:☐ MergerExecution Date: **06212001**

4. Application Number(s) or Patent Number(s):

5604984

☐ Assignment is being filed together with new application and the first execution date of application is :☐ Application has been filed already and the application filing date is:

A. Patent Application Number(s):

B. Issued Patent Number(s):

5604984; 5727320; 5960545; D394597

Additional numbers attached? ☐ Yes ☐ No

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

CUSTOMER NUMBER 00136 -or-**JACOBSON HOLMAN PLLC****400 Seventh Street, N.W.****Washington, D.C. 20004-2218****Tel. 202-638-6666**

6. Total number of applications and patents involved:

-4-

7. Total Fee (37 CFR 3.41):

\$ 160.00☐ Enclosed☐ Any deficiencies in enclosed fees are authorized to be charged to **Deposit Account No. 06-1358.**Attorney Docket Number: **G06031**05/23/2002 **RECEIVED** 00000000-5604984

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8. 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.***John C. Holman #22,769****May 20, 2002**

Name of Person Signing, Reg. No.

Signature

Date

Total number of pages including cover sheet, attachments, and documents:

-6-

JCH 103-2/02

PATENT
REEL: 12906 FRAME: 0428

THIS BILL OF SALE ABSOLUTE made this ^{21st} day of June, 2001.

BETWEEN:

Techtronic Industries Company Limited,
a limited liability company incorporated pursuant to the laws of Hong Kong

("Purchaser")

- and -

PricewaterhouseCoopers Inc., in its capacity as
trustee in bankruptcy of the Estate of The Nack Company Limited,
and not in its personal capacity

("Vendor")

WHEREAS:

1. The Nack Company Limited ("Nack"), a company incorporated under the laws of the Province of Ontario, is the owner of the property described in Schedule "A" annexed hereto (the "Property");
2. Pursuant to an Order made by the Ontario Superior Court of Justice (In Bankruptcy) dated June 20, 2001 (the "Vesting Order"):
 - (i) an Asset Purchase Agreement dated May 31, 2001 between Vendor and Purchaser (the "Purchase Agreement") regarding the sale of the Property was authorized and approved;
 - (ii) Vendor was directed to close the transactions contemplated by the Purchase Agreement and to do all things and execute all documents necessary and incidental thereto; and
 - (iii) a form of vesting order for the Property was approved and the Property was, conditional upon Vendor's filing a certificate attesting to successful completion of the transactions contemplated in the Purchase Agreement on the Closing Date and the satisfaction or waiver by Vendor of all conditions contained in the Purchase Agreement in favour of Vendor, vested in Purchaser, free and clear of all right, title and interest of Nack or any other person with any claims thereon;
3. Purchaser has, subject to section 5.1 of the Purchase Agreement and the letter from Gowling Lafleur Henderson LLP dated May 23, 2001, agreed to purchase the Property on an "as is, where is" basis and without representation, warranty, inducement of condition made or given or implied as to title, description, fitness for purpose, merchantability, quantity or quality thereof.

- 2 -

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid by Purchaser to Vendor, at or before the sealing and delivering of this Indenture, the receipt and sufficiency of which is hereby acknowledged, Vendor does bargain, sell and transfer to Purchaser the Property.

Vendor covenants with the Purchaser that it has not done or committed, or knowingly suffered or permitted any act, matter, deed or thing, whereby or by means whereof the Property, or any part thereof, are or may be impeached or encumbered in title, estate or otherwise.

Subject to section 5.1 of the Purchase Agreement and the letter from Gowling Lafleur Henderson LLP dated May 23, 2001, the conveyance of the Property is on an "as is, where is" basis and without representation, warranty, inducement of condition made or given or implied as to title, description, fitness or purpose, merchantability, quantity or quality thereof.

IN WITNESS WHEREOF Vendor has hereunto executed this Bill of Sale on the day and year first above written.

**SIGNED, SEALED AND
DELIVERED** in the presence of

PRICEWATERHOUSECOOPERS INC., in
its capacity as the trustee in bankruptcy of the
Estate of The Nack Company Limited, and not
in its personal capacity


Witness

Per. 
J. J. Wilson Senior Vice President

G26V81SHDW4359664

SCHEDULE "A"**PROPERTY**

"Property" shall mean all of the right, title and interest, if any, of Vendor and Nack, whether registered or unregistered, in and to the following property:

- the utility knife known as the "Nack knife" (the "**Nack Knife**"); and
- all patents, trademarks, copyrights and other intellectual property rights, whether granted or pending, in or in respect of the Nack knife.

G26BISHD4339664

SCHEDULE A

1. U.S. Patent 5727320 requires payment of a maintenance fee by September 17, 2001.
2. Various annual maintenance/renewal fees will be due by October 2001, and appropriate reminders with respect thereto will be sent in due course.
3. Further action is expected from the European Patent Office with respect to European Patent Application No. 99101506.6 for the Magazine per se, which will probably consist of allowance with requirement for issue and printing fees and French and German claim translations, followed by registration in the 22 countries where European Patent No. 0858383 for the Knife has already been registered.

THE NACK COMPANY LIMITED**Intellectual Property Holdings****as of May, 2001****Patents (For Mechanical Features)****United States**

U.S. Patent No. 5,604,984 issued February 25, 1997 (Basic Patent)

U.S. Patent No. 5,727,320 issued March 17, 1998 (Improvements)

U.S. Patent No. 5,960,545 issued October 5, 1999 (Further Improvements)

Other Countries Corresponding to U.S. Patent No. 5,604,984

<u>Country</u>	<u>Application / Patent No.</u>
Australia	703945 - issued July 15, 1999
Brazil	9611305-7
Canada	2235500
China	96197908.9
Europe (Knife) *	0858383 - Issued Aug 16, 2000
Europe (Magazine)	99101506.6
Hong Kong	99101724.3
Indonesia	970536 - filed Feb 24, 1997
Japan	9-516152
Malaysia	9700718 - filed Feb 27, 1997
Mexico	98/03220
New Zealand	319546 - issued March 19, 1999

* European Countries - Austria, Belgium, Switzerland, Germany, Denmark, Spain, Finland, France, Great Britain, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal, Sweden, Albania, Latvia, Lithuania, Romania and Slovenia.

Note: Except for Indonesia and Malaysia, all the above applications were filed under the Patent Cooperation Treaty and have the International filing date of October 21, 1996, with priority from the U.S. filing date of October 26, 1995.

Other Countries Corresponding to U.S. Patent 5960545 Issued October 5, 1999

<u>Country</u>	<u>Application / Patent No.</u>
Argentina	980103367 - filed July 10, 1998
India	1096/DEL/1998 - filed April 27, 1998
Korea	99-2276 - filed Jan 25, 1999
Pakistan	477/98 - issued Sept 15, 2000
Philippines	0001686 - filed Aug 14, 1998
Turkey	52435/98 - filed Aug 21, 1998
South Africa	98/5802 - issued March 31, 1999
Taiwan	103014 - issued April 11, 1999

Note: Except for Korea, India, Pakistan and Taiwan, the above applications claim priority from the U.S. filing date of January 26, 1998.

Design Registrations (For Visual Appearance)Canada

Industrial Design Registration No. 80518 issued April 25, 1997

United States

U.S. Design Patent No. 394597 issued May 26, 1998

Great Britain

British Design Registration No. 2063033 issued May 28, 1997

China

Chinese Design Registration No. 97302522.0 issued January 10, 1998

Germany

German Design Registration No. M9700890.7 issued February 6, 1997

Japan

Japanese Design Application No. 9-3131 filed February 6, 1997