

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNMENT   |
| <b>CONVEYING PARTY DATA</b>      |  |
| <b>Name</b>                      | <b>Execution Date</b>  |
| Pearlman Corporation             | 10/31/2006   |
| <b>RECEIVING PARTY DATA</b>      |  |
| <b>Name:</b>                     | Pearlman Industries, Inc.  |
| <b>Street Address:</b>           | 6210 S. Garfield Avenue  |
| <b>City:</b>                     | Commerce   |
| <b>State/Country:</b>            | CALIFORNIA   |
| <b>Postal Code:</b>              | 90040  |
| <b>PROPERTY NUMBERS Total: 8</b> |  |
| <b>Property Type</b>             | <b>Number</b>  |
| Patent Number:                   | 5514027  |
| Patent Number:                   | 5788561  |
| Patent Number:                   | D401822  |
| Patent Number:                   | 5683143  |
| Patent Number:                   | 6231432  |
| Patent Number:                   | D369814  |
| Patent Number:                   | 6623342  |
| Application Number:              | 11239780   |
| <b>CORRESPONDENCE DATA</b>       |  |
| <b>Fax Number:</b>               | (202)420-2201  |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |
| <b>Email:</b>                    | Parsonse@dicksteinshapiro.com  |
| <b>Correspondent Name:</b>       | Elizabeth Parsons  |
| <b>Address Line 1:</b>           | 1825 Eye Street, NW  |
| <b>Address Line 4:</b>           | Washington, DISTRICT OF COLUMBIA 20006   |

**OP \$320.00 5514027**

ATTORNEY DOCKET NUMBER:

F8800.1211

NAME OF SUBMITTER:

Elizabeth Parsons

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT**  
(U.S. and Foreign Trademarks, Patents and other Intellectual Property)

THIS ASSIGNMENT, made this 31 day of October 2006, by PEARLMAN CORPORATION, a California corporation, d/b/a Pearl Abrasive Co. and Keystone Tools Co. (hereinafter referred to as the "Assignor"), and Pearlman Industries, Inc. a Delaware corporation, (hereinafter referred to as the "Assignee"), witnesseth:

WHEREAS, the said Assignor is the sole and rightful owner of certain ideas, inventions, patent applications therefor and patents thereon (collectively referred to as "Patents"); marks, including trademarks, service marks, certification marks, collective marks, domain names and collective membership marks, whether word, logo, or other forms of designations of origin (collectively referred to as "Marks"); trade names; designs; expressions and works of authorship; copyrights; moral rights; and other intellectual property; including but not limited to the Marks, and Patents set forth in the Schedule attached hereto (all of the foregoing collectively referred to as "Intellectual Property"); and

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor and Assignee, Assignor desires to assign, and Assignee desires to acquire, said Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Intellectual Property and all rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Intellectual Property, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignor does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Marks, including those Marks set forth in the Schedule attached hereto, together with the goodwill of the business symbolized by the Marks and the registrations and applications thereof, and all other rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Marks and/or registrations, and the right to seek renewal of such registrations, the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND for the same consideration, the Assignor does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said Patents, including those Patents set forth on the Schedule hereto, and all rights which the Assignor has enjoyed thereunder both in the United States of America and

throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Patents, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, forever and to the full end of the terms thereof, and all renewals and extensions thereof;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents the registered Marks and Patents are currently in compliance with all formal legal requirements, including the timely post-registration filing of affidavits of use and incontestability and renewal applications, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the date hereof;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, said Assignor will, whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said Intellectual Property in any country, including but not limited to interference and opposition proceedings, is lawful and desirable, or that any registration, application for registration or renewal of said Marks, or any Patent or application for Patent is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or desirable to be done for the filing, prosecution, assignment, maintenance, enforcement and defense thereof, without charge to the said Assignee, its successors, legal representatives and assigns

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ASSIGNEE:

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of October 2006.

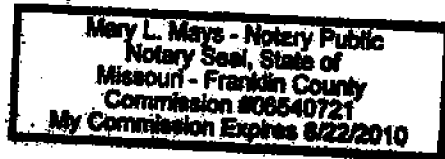
PEARLMAN INDUSTRIES, INC.

By: *J.A. DePlanty*  
Type Name: Jeffery A. DePlanty  
Title: Secretary

STATE OF Missouri )  
COUNTY OF St. Louis ) ss:

On this \_\_\_\_\_ day of October 2006, personally before me came Jeffery A. DePlanty known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)



*Mary L. Mays*  
Notary Public

ASSIGNOR:

Signed at Commerce, this 30 day of October, 2006.

PEARLMAN CORP., d/b/a PEARL ABRASIVE  
COMPANY

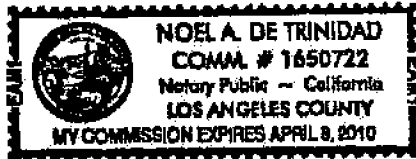
By: [Signature]  
Type Name: ZACK PEARLMAN  
Title: PRESIDENT

STATE OF CALIFORNIA )  
                                  ) ss:  
COUNTY OF LOS ANGELES )

On this 30th day of October 2006, personally before me came ZACK PEARLMAN -  
known to me, and known to me to be the person described and who signed the annexed  
assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

[Signature]  
Notary Public



**SCHEDULE  
INTELLECTUAL PROPERTY**

**PATENTS**

Title: Sanding Head for a Sanding Machine

| Country | Appln. No. | Filing Date | Patent No. | Issue Date |
|---------|------------|-------------|------------|------------|
| U.S.    | 08/231,104 | 04/22/94    | 5,514,027  | 05/07/96   |

Title: Apparatus for Grinding Floor Surfaces and/or Cutting Grooves in Floors

| Country | Appln. No. | Filing Date | Patent No. | Issue Date |
|---------|------------|-------------|------------|------------|
| U.S.    | 08/879,572 | 06/20/97    | 5,788,561  | 08/04/98   |

Title: Abrasive Cutting Wheel

| Country | Appln. No. | Filing Date | Patent No. | Issue Date |
|---------|------------|-------------|------------|------------|
| U.S.    | 29/072,173 | 06/05/97    | D401,822   | 12/01/98   |

Title: Abrasive Treatment Apparatus Having Removable Blocks

| Country | Appln. No. | Filing Date | Patent No. | Issue Date |
|---------|------------|-------------|------------|------------|
| U.S.    | 08/584,956 | 01/11/96    | 5,683,143  | 11/04/97   |

Title: Floor Treatment Machine with Torque Limiter

| Country | Appln. No. | Filing Date | Patent No. | Issue Date |
|---------|------------|-------------|------------|------------|
| U.S.    | 09/439,118 | 11/12/99    | 6,231,432  | 05/15/01   |

Title: Abrasive Pin for a Sanding Machine Head (Hexpin Assembly)

| Country | Appln. No. | Filing Date | Patent No. | Issue Date |
|---------|------------|-------------|------------|------------|
| U.S.    | 29/028,375 | 09/13/94    | D369,814   | 05/14/96   |

Title: Wheel Assembly for Floor Treatment Machine

| Country | Appln. No. | Filing Date | Patent No. | Issue Date | Status/Comments |
|---------|------------|-------------|------------|------------|-----------------|
| U.S.    | 11/239,780 | 09/29/05    |            |            | Pending         |

Title: Support Accessory for Power Hand Tool

| Country | Appln. No. | Filing Date | Patent No. | Issue Date |
|---------|------------|-------------|------------|------------|
| U.S.    | 10/087,199 | 03/02/02    | 6,623,342  | 09/23/03   |

## MARKS

### A. Trademark Registrations

| Country | Mark                  | Serial No. | Filing Date | Reg. No.  | Reg. Date |
|---------|-----------------------|------------|-------------|-----------|-----------|
| U.S.    | BACKSAVER             | 75/527,262 | 07/29/98    | 2,457,798 | 06/05/01  |
| U.S.    | BRONZE LINE           | 75/454,501 | 03/23/98    | 2,286,816 | 10/12/99  |
| U.S.    | ENGINEERED<br>ECONOMY | 75,527,261 | 07/29/98    | 2,457,797 | 06/05/01  |
| U.S.    | FLEXTRON              | 75/461,035 | 04/02/98    | 2,259,217 | 07/06/99  |
| U.S.    | HEXPIN                | 75,078,290 | 03/25/96    | 2,040,454 | 02/25/97  |
| U.S.    | PEARL                 | 73/489,270 | 07/10/84    | 1,332,898 | 04/30/85  |
| U.S.    | SRT                   | 75/527,260 | 07/29/98    | 2,482,858 | 08/28/01  |
| U.S.    | P (Stylized)          | 75/683,850 | 04/16/99    | 2,397,218 | 10/24/00  |
| U.S.    | KEYSTONE TOOLS        | 78/246,594 | 05/07/03    | 3,133,694 | 08/22/06  |
| U.S.    | BLADE ROLLER          | 76/325,897 | 10/16/01    | 2,597,944 | 07/23/02  |
| Canada  | P (Stylized) Design   | 1013955    | 05/03/99    | TMA535606 | 10/24/00  |
| Canada  | KEYSTONE TOOLS<br>CO. | 1195547    | 11/07/03    | TMA637740 | 04/19/05  |

### B. Common Law Trademarks

Quickmount  
Greenback  
Fusion  
Redline  
Silver line  
Synthetic Resinoid Technology SRT  
Flextron  
Maxidisc  
Tuffmax  
StainlessMax  
Slimcut  
Turbo Cut  
Carrera  
Speedriver Technology  
Multi-EFX



Direct Sintering Technology DST  
 DST-PLUS  
 GRTX  
 PRO-V  
 Bronze Line  
 Countourcut  
 Crack-Chaser  
 Hexplates  
 Superclutch  
 Hexpin  
 Hex-Cup  
 Quick Change Hexpin  
 SawVac  
 Vacu-guard  
 Quick-attach  
 Buf-Vac  
 Sawvac  
 Waterkit  
 Blade Roller  
 Grinder Caddy  
 Saw Handle  
 VX-XL PRO  
 VX-MS  
 VX-RS  
 Vacuum-Brazed Technology VBT  
 Avanti  
 DaVinci  
 Combat  
 Recon  
 Reactor



PEARL ABRASIVE COMPANY  
 Flushcutter  
 Make It A Pearl  
 Superclutch  
 Sidewinder

**DOMAIN NAME REGISTRATIONS**

|                          |
|--------------------------|
| KEY-STONETOOL.COM        |
| KEY-STONETOOLCOMPANY.COM |
| KEY-STONETOOLS.COM       |
| KEYST.COM                |
| KEYSTCO.COM              |

|                          |
|--------------------------|
| KEYSTCOMPANY.COM         |
| KEYSTONE-TOOLCOMPANY.COM |
| KEYSTONE-TOOLS.COM       |
| KEYSTONETOOLCO.COM       |
| KEYSTONETOOLCOMPANY.COM  |
| KEYSTONETOOLS.COM        |
| PEARLMANCORP.COM         |
| STONE-TOOLCO.COM         |
| STONE-TOOLCOMPANY.COM    |
| STONETOOLCO.COM          |
| STONETOOLCOMPANY.COM     |
| WSCUTTING.COM            |
| PEARLABRASIVE.COM        |
| THEBLADEROLLER.COM       |