

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SP Liquidating, Inc. (Ohio corporation f/k/a Senco Products, Inc.)	12/11/2009
RECEIVING PARTY DATA	
Name:	Senco Brands, Inc. (Delaware corporation)
Street Address:	4270 Ivy Pointe Boulevard
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45245
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6830173
CORRESPONDENCE DATA	
Fax Number:	(312)609-5005
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	42018.00.0001/AV/BA/HMM
NAME OF SUBMITTER:	Holly Miller
Total Attachments: 4 source=Assignment of US Patent No 6830173#page1.tif source=Assignment of US Patent No 6830173#page2.tif source=Assignment of US Patent No 6830173#page3.tif source=Assignment of US Patent No 6830173#page4.tif	

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EXECUTION VERSION

ASSIGNMENT OF U.S. PATENT NO. 6,830,173

THIS ASSIGNMENT OF PATENT is dated as of December 11, 2009 (this "Assignment"), by and among **SP LIQUIDATING, INC.**, an Ohio corporation (f/k/a Senco Products, Inc.) (the "Assignor"), and **SENCO BRANDS, INC.**, a Delaware corporation ("Assignee"). Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of May 7, 2009, as amended, restated, modified or supplemented from time to time on or prior to the date hereof (the "Asset Purchase Agreement");

WHEREAS, the Bankruptcy Court in the Bankruptcy Case of Sellers pending in the United States Bankruptcy Court for the Southern District of Ohio as case no. 09-12869 (JVA) entered that certain Order (A) approving the sale of Sellers' assets, free and clear of liens, claims, interests and Encumbrances, (B) authorizing the assumption and assignment of certain executory contracts and unexpired leases and (C) granting certain related relief (the "Sale, Assumption and Assignment Order") on July 17, 2009, and where the Assigned Patents (as defined below) were assigned from the Assignor to Assignee; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee has, among other things, agreed to acquire from Sellers, and Sellers have agreed to sell to Assignee, all of Sellers' rights, title and interest in and to the patents and patent applications set forth on a first assignment of patents (the "Assigned Patents"), wherein U.S. Patent No. 6,830,173 titled IMPACT DEVICE issued on 12/14/2004 (the "'173 Patent") was unintentionally left out of the Assigned Patents and was unintentionally expired on the date of the Sale, Assumption and Assignment Order, and wherein the parties now wish to petition for reinstatement of the '173 Patent and assign all rights, title and interest in and to any reinstated U.S. Patent No. 6,830,173 to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns to Assignee, and Assignee hereby accepts, the Assignor's entire rights, title and interest in and to (i) the '173 Patent and all divisional, continuing, substitute, renewal, reissue and all other patents or applications for patent that are related by any priority claim to the '173 Patent or relate to the invention of the '173 Patent that has been or shall be filed by the Assignor and/or has been or shall be issued in the United States and all foreign countries, specifically including, without limitation, the rights to file and prosecute foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States and to have any issuing authority issue any and all United States and foreign patents granted in the future to Assignee, (ii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the '173 Patent, (iii) all causes of action and the rights to sue, counterclaim, and recover for past, present, and future infringement of the Assignor's rights in the '173 Patent, as well as all rights corresponding thereto throughout the world, and (iv) all rights associated with the filing of a petition to reinstate the '173 Patent now abandoned. The Assignor hereby authorizes Assignee to file this Assignment with the Patent and Trademark Office on its behalf, and Assignee hereby agrees to pay any fees required by the Patent and Trademark Office for filing this Assignment as well as all costs associated with any reinstatement of the '173 Patent.

Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, expand, exceed, enlarge or affect the provisions set forth in, or any Person's rights, remedies or obligations under, the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.


Except to the extent otherwise provided for under the Sale, Assumption and Assignment Order or to the extent the mandatory provisions of the Bankruptcy Code or federal patent law apply, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State Delaware applicable hereto. Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Assignment and to decide any claims or disputes which may arise or result from, or be connected with, this Assignment, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; *provided, however*, that, if the Bankruptcy Case is closed, all Actions and Proceedings arising out of or relating to this Assignment shall be heard and determined in an Ohio state court or a federal court sitting in the state of Ohio, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The parties consent to service of process by mail or any other manner permitted by law.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patent to be executed and delivered by its duly authorized representative as of the date above first written.

[Signature Page Follows]

ASSIGNOR:

SP LIQUIDATING, INC.

By: 
Name: MARIE M. BOYLE
Title: SECRETARY & TREASURER

Acknowledged and Accepted:

ASSIGNEE:

SENCO BRANDS, INC.

By: _____
Name: _____
Title: _____

Signature Page to Assignment of U.S. Patent No. 6,830,173

ASSIGNOR:

SP LIQUIDATING, INC.

By: _____

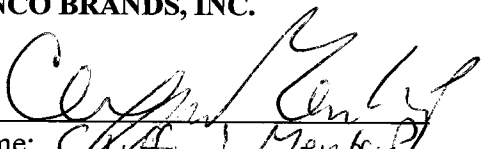
Name: _____

Title: _____

Acknowledged and Accepted:

ASSIGNEE:

SENCO BRANDS, INC.

By: 
Name: Clifford Mentoff
Title: Vice President