

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009

CONVEYING PARTY DATA

Name	Execution Date
American Allsafe Company	12/31/2009

RECEIVING PARTY DATA

Name:	Jackson Products, Inc.
Street Address:	1859 Bowles Avenue, Suite 200
City:	Fenton
State/Country:	MISSOURI
Postal Code:	63026

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12431376

CORRESPONDENCE DATA

Fax Number: (920)721-7339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 920-721-7575
 Email: mary.l.marchant@kcc.com
 Correspondent Name: Mary L. Marchant
 Address Line 1: 2300 Winchester Road
 Address Line 4: Neenah, WISCONSIN 54956

ATTORNEY DOCKET NUMBER:	JACKSON PRODUCTS
NAME OF SUBMITTER:	Alyssa A. Dudkowski

Total Attachments: 4
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**PATENT
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ASSIGNMENT AND ASSUMPTION AGREEMENT

(Omnibus)

This Assignment and Assumption Agreement (this "Agreement") by and between Jackson Products, Inc., a Delaware corporation ("Parent") and American Allsafe Company, a Delaware corporation ("Subsidiary"), is made effective as of December 31, 2009 (the "Effective Date").

RECITALS:

- A. WHEREAS, effective December 31, 2009, the Subsidiary adopted a Plan of Complete Liquidation and Dissolution (the "Plan") in accordance with the provisions of the Delaware General Corporation Law, as amended (the "DGCL") and in conformity with the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code").
- B. WHEREAS, pursuant to the Plan, (i) Parent has agreed to assume all of the known and unknown liabilities of the Subsidiary and (ii) all of the rights, titles, and interests of the Subsidiary in and to its real, personal, tangible and intangible assets will, to the extent not otherwise disposed of, be transferred to Parent.
- C. WHEREAS, Parent and Subsidiary desire to enter into this Agreement to reflect (i) that all of the Assets (as defined below) of the Subsidiary have been transferred to the Parent and (ii) that the Parent has assumed all of the Assumed Obligations (as defined below).

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent and Subsidiary hereby agree as follows:

- 1. Liquidation and Distribution of Assets. As used herein, the term "Assets" means all rights, titles and interests of Subsidiary in and to all assets of the Subsidiary, whether real or personal, tangible or intangible, known or unknown, including without limitation, all of the following to the extent they exist:
 - a. All of the real property owned by, and all rights to use any real property possessed by Subsidiary, including without limitation, easements, leases, licenses and permits;
 - b. All of the equipment, machinery, computers, work stations, vehicles, furniture, fixtures and furnishings owned by the Subsidiary;
 - c. The Subsidiary's interest in and benefits under all personal property leases to which the Subsidiary is a party;
 - d. All of the Subsidiary's inventories of supplies, raw materials, parts, finished goods, work-in-process, product prototypes and developments, product labels

and packaging materials, and the Subsidiary's interest in and benefits under all orders or contracts for the purchase of supplies, raw materials, parts, product labels and packaging materials;

- e. The Subsidiary's interest in and benefits under all licenses, contracts or agreements including all unfilled or uncompleted customer contracts, commitments, or purchase or sales orders received and accepted by the Subsidiary to which the Subsidiary is a party;
- f. All originals (or copies, if originals are unavailable) of documents or other tangible materials embodying technology or intellectual property rights owned by, licensed to or otherwise controlled by the Subsidiary, including, without limitation all software programs (including both source and object codes) and related documentation for software;
- g. All rights in patents, patent applications, trademarks, service marks, trade names, copyrights, mask works, trade secrets, and other intellectual property rights owned by, licensed to or otherwise controlled by the Subsidiary;
- h. All of the Subsidiary's "know-how" (not necessarily proprietary);
- i. All of the Subsidiary's books, records and other documents and information, including, without limitation, all customer, prospect, dealer and distributor lists, sales literature, inventory records, purchase orders and invoices, sales orders and sales order log books, customer information, commission records, correspondence, employee payroll and personnel records, product data, material safety data sheets, price lists, product demonstrations, quotes and bids and all product catalogs and brochures;
- j. All accounts or notes receivable (including intra-company accounts, if any) owing to the Subsidiary;
- k. All permits, licenses and other governmental approvals held by the Subsidiary, to the extent they are assignable;
- l. All prepaid expenses and deposits made by the Subsidiary;
- m. Any rights to any recovery or other payments to be received by the Subsidiary arising out of litigation that is pending as of or commenced after the Effective Date;
- n. The rights of the Subsidiary to make a claim under or receive benefits under all insurance policies of the Subsidiary;
- o. The goodwill (including all goodwill associated with and symbolized by the name or names used in the business of the Subsidiary) and all related tangibles and intangibles which the Subsidiary uses; and
- p. All other assets of the Subsidiary of whatsoever kind or nature that are not otherwise identified in this Section 1.

Subsidiary hereby transfers and assigns to Parent all of Subsidiary's right, title and interest in and to the Assets in complete liquidation.

2. No Excluded Assets. It is the intention of Parent and Subsidiary that all assets of Subsidiary will be transferred to Parent and from and after the Effective Date the Subsidiary will have no assets of any kind.
3. Assumption of Obligations. Parent hereby assumes, agrees to be fully responsible for, and shall perform, any and all obligations and liabilities of Subsidiary including without limitation all liabilities and obligations relating to, or arising out of the Assets (collectively, the "Assumed Obligations").
4. No Excluded Liabilities. It is the intention of Parent and Subsidiary that all liabilities and obligations of Subsidiary, whether known or unknown, and whether existing on or arising after the Effective Date, will be assumed by Parent, and from and after the Effective Date the Subsidiary will have no liabilities or obligations that have not been assumed by the Parent.
5. Indemnification. Parent hereby agrees to indemnify and hold Subsidiary harmless from any and all costs, expenses, liabilities and damages arising out of or relating to the Assumed Obligations, whether or not arising prior to, on, or after the Effective Date.
6. Further Assurances. To the extent it is ever determined by Parent that it is necessary or advisable to prepare, file, publish, or deliver any further applications, registrations, agreements, evidences of title, deeds, assignments, certificates or any other document or instrument of any nature whatsoever, (collectively, the "Further Assurance Documents") to perfect or further reflect the assignment of the Assets to and the assumption of the Assumed Obligations by, Parent, the parties agree that from and after the Effective Date any officer, employee, or representative of Parent with the authority to sign any such Further Assurances Documents on behalf of Parent may execute any such Further Assurances Documents on behalf of the Subsidiary as an authorized representative thereof.
7. Miscellaneous.
 - a. Amendments. This Agreement may be amended or modified from time to time, but only by a written instrument executed by all parties hereto.
 - b. Entire Agreement. This Agreement contains the entire understanding of the parties respecting the subject matter hereof and supersedes all prior discussions and understandings.
 - c. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, legal representatives, successors and assigns.
 - d. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Delaware.
 - e. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be severable

and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

- f. Headings. The headings in this Agreement are for purposes of reference only and shall not be considered in construing this Agreement.
- g. Gender. Whenever the singular number or term is used, the same shall include the plural where appropriate and words of any gender shall include the other where appropriate.
- h. Counterparts. The Agreement may be executed in multiple counterparts, and shall be effective when all parties have executed at least one copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

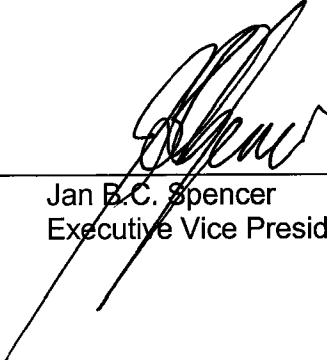
PARENT:

Jackson Products, Inc.

SUBSIDIARY:

American Allsafe Company

By: _____


Jan E.C. Spencer
Executive Vice President

By: _____


Michael Pruss
Vice President

