

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2710902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENERAL HARDWARE MANUFACTURING CO., INC.	02/03/2014
RECEIVING PARTY DATA	
Name:	GENERAL TOOLS & INSTRUMENTS COMPANY LLC
Street Address:	80 WHITE STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D376528
Patent Number:	D413782
CORRESPONDENCE DATA	
Fax Number:	(631)474-5374
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	EDWIN D. SCHINDLER
Address Line 1:	4 HIGH OAKS COURT
Address Line 4:	HUNTINGTON, NEW YORK 11743-0777
NAME OF SUBMITTER:	EDWIN D. SCHINDLER
Signature:	/Edwin D. Schindler/
Date:	02/03/2014

Total Attachments: 4

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PATENT ASSIGNMENT

This Patent Assignment (this "*Assignment*") is made on 2/3, 2014 between General Hardware Manufacturing Co., Inc, a New York corporation (the "*Assignor*"), and General Tools & Instruments Company LLC, a New York limited liability company (the "*Assignee*"), pursuant to a Membership Interest Purchase and Sale Agreement, to be entered into (the "*Purchase Agreement*"), by and among the Assignor, the Assignee, GTH Corp., a New York corporation, Tools & Instruments Acquisition Corporation, a New York corporation, and the Shareholders (as defined in the Purchase Agreement). Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

located at 80 White Street,
New York, New York 10013

RECITALS:

WHEREAS, the Assignor is the owner of the entire right, title and interest in, to and under those United States patents and patent applications listed on Schedule A hereto, and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the "*Patents*");

WHEREAS, the Assignor was previously named "General Tools Mfg. Co., Inc." and held said Patents under that corporate name; and

WHEREAS, pursuant to the Purchase Agreement, the Patents are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants contemplated in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. The Assignor hereby irrevocably sells, assigns, transfers and sets over to the Assignee all of the Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.
3. The Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record the Assignee as owner of the Patents, as

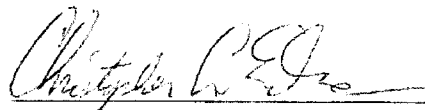
described in the preceding paragraph, and issue any and all Patents issued thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

4. The Assignor shall provide to the Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request (including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, including, but not limited to, testifying as to any facts relating to the rights assigned in this Assignment; (4) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Patents and this Assignment; and (5) obtaining any additional protection that the Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.
5. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

[Signature on the Following Page.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

**GENERAL HARDWARE MANUFACTURING
CO., INC., a New York corporation, as Assignor**

By: 

Name: *Christopher Edmund,*
Title: *Chief Procurement Officer*

Schedule A

Patents and Patent Applications

TITLE	APPLN NO.	FILED	PATENT NO.	GRANT DATE
SCREWDRIVER (Design Patent)	29046936	11/21/95	D376528	12/17/96
SCREWDRIVER (Design Patent)	29091993	08/11/98	D413782	09/14/99

CL1-2180113v2