

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ames True Temper, Inc.		12/31/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Homer TLC, Inc.
Street Address:	1404 Society Drive
City:	Claymont
State/Country:	DELAWARE
Postal Code:	19703
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2284402	BRONCO

CORRESPONDENCE DATA

Fax Number: (302)798-2513
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (302) 798-0620
 Email: sharon_bart@homedepot.com
 Correspondent Name: Sharon L. Bart
 Address Line 1: 1404 Society Drive
 Address Line 4: Claymont, DELAWARE 19703

ATTORNEY DOCKET NUMBER:	BRONCO 2284402
NAME OF SUBMITTER:	Sharon L. Bart
Signature:	/sharon l bart/

CH \$40.00 2284402

Date:

02/13/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective December 31, 2005, is by and between Ames True Temper, Inc., a Delaware corporation with its address at 465 Railroad Avenue, Camp Hill, PA 17011 ("Assignor") and Homer TLC, Inc., a Delaware corporation with its address at 1404 Society Drive, Claymont, DE 19703 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Assigned Marks as defined in Section 1.2 below; and

WHEREAS, Assignor has agreed to transfer and assign all of its right, title and interest in the Assigned Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

I. DEFINITIONS

1.1 To the extent that the definitions and terms used herein are inconsistent with corresponding definitions in the Agreement and Assignment of Rights executed as of the same date as this Assignment between the Parties hereto, the definitions and terms contained herein shall control and be used for purposes of this Assignment.

1.2 "Assigned Marks" as used herein shall mean the Assignor Trademarks and Assignor Common Law Marks.

1.3 "Assignor Common Law Marks" shall mean the mark or term BRONCO used for the goods recited in US Federal Trademark Registration No. 2,284,402, regardless of whether it is used alone or with other words, terms or symbols.

1.4 "Assignor Trademarks" shall mean all trademarks, including all registrations and applications therefor, owned by Assignor for the mark BRONCO, all of which are listed on Exhibit A hereto.

II. ASSIGNMENT

2.1 Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all right, title and interest it now has or ever has had in and to each of the Assigned Marks worldwide, together with the goodwill of the business symbolized thereby, including but not limited to any applications or registrations therefor, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Marks.

2.2 As of the date of the Assignment, Assignee shall have all benefits, privileges, causes of actions and remedies arising out of or relating to the Assigned Marks or the exploitation thereof, including without limitation the exclusive right to apply for and maintain all applications, registrations or renewals for the Assigned Marks; to sue for all past or future

infringements of the Assigned Marks or other violations of any rights in the Assigned Marks and to settle and retain proceeds from any such action. In addition, as of the effective date, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including but not limited to all costs, taxes and fees that accrue after the effective date for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations for the Assigned Marks.

2.3 Nothing contained in this Assignment shall give Assignee any rights in or to the mark "Ames True Temper, Inc." or any other term that Assignee has used with the Assigned Marks that is not specifically conveyed by this Assignment.

2.4 Monetary consideration for the Assignment is set forth in the Agreement and Assignment of Rights.

III. ADDITIONAL DOCUMENTS

3.1 This Assignment shall automatically be binding on Assignor and Assignee as of the date of complete execution.

3.2 Upon request from Assignee and at Assignee's expense, Assignor shall furnish, execute, verify and acknowledge such documents or information, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee may request from time to time, to perfect and vest title in the Assigned Marks in Assignee, or Assignee's assigns.

IV. MISCELLANEOUS

4.1 If any provision of this Assignment is held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of the Assignment shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this Assignment so as to replace the unenforceable language with enforceable language which as closely as possible reflects the parties' intent.

4.2 The parties waive any rule of construction that would require any of the terms of this Assignment to be interpreted adversely to the drafting party.


4.3 If the terms of this Assignment conflict with the terms of the Agreement and Assignment of Rights, then the terms of this Assignment document shall control.

4.4 The parties acknowledge that it may be necessary to modify Exhibit A hereto in order to complete, correct or make such Exhibit consistent with the parties' understanding and intention that the rights, title, and interest in and to all trademarks, common law trademarks for BRONCO owned by Assignor are to be assigned to Assignee. To provide for any event whereby less than all of the foregoing may have been set forth on the Exhibit hereto, the parties agree to the following procedures: (i) each party will identify a point of contact to the other (with the initial point of contact for Assignor being David V. Radack, Esq., Intellectual Property Law Department, Eckert Seamans Cherin & Mellott, LLC, U.S. Steel Tower, 600 Grant Street, 44th Floor, Pittsburgh, PA 15219, Fax: 412-566-6099, and for Assignee being Steve Levy, President,

Homer TLC, Inc., 1404 Society Drive, Claymont, DE 10703, Fax 302-798-2513; (ii) either party may change such point of contact upon one week's written notice to the other party's point of contact; and (iii) for a proposed modification to be added to an Exhibit, a party must request the modification within twelve (12) months of the effective date.

IN WITNESS WHEREOF, the parties hereto have each caused this Trademark Assignment to be duly signed as of the date first written above.

AMES TRUE TEMPER, INC.

By: 

Name: Richard C. Dell

Title: Chief Executive Officer

HOMER TLC, INC.

By: 

Name: Steven M. Levy

Title: President

EXHIBIT A

BRONCO – US Federal Trademark Registration No. 2,284,402