

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smethport Development Company	FORMERLY Smethport Specialty Company	08/28/2008	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Patch Products, Inc.
Street Address:	1400 E. Inman Parkway
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2773503	WOOLY WILLY

CORRESPONDENCE DATA

Fax Number: (608)362-8178
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (608) 362-6896
 Email: JamesG@PatchProducts.com
 Correspondent Name: Patch Products, Inc.
 Address Line 1: 1400 E. Inman Parkway
 Address Line 4: Beloit, WISCONSIN 53511

NAME OF SUBMITTER:	James C. Green
Signature:	/JCG/
Date:	07/14/2009

Total Attachments: 4

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**TRADEMARK
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of 28 August, 2008, from Smethport Specialty Company, a Pennsylvania corporation ("Assignor") to Patch Products, Inc., a Wisconsin corporation ("Assignee").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated August 13, 2008, between Assignor and Assignee (the "Asset Purchase Agreement"), Assignee has agreed to purchase substantially all of the assets of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

B. Assignor is the owner of the Assigned Trademarks (as defined below).

C. Assignor desires to grant an assignment of all of its right, title, and interest in and to the Assigned Trademarks to Assignee.

AGREEMENT

For valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.

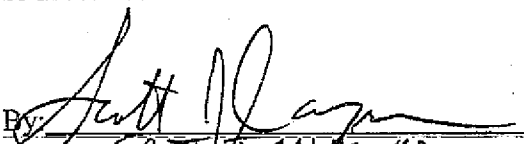
3. Further Assurances. Upon reasonable request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

[Signature page to follow.]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

ASSIGNOR:

SMETHPORT SPECIALTY COMPANY

By: 
Name: SCOTT D. CAYMAN
Title: PRESIDENT

ASSIGNEE:

PATCH PRODUCTS, INC.

BY _____
Francis W. Patch
CEO

PATCH PRODUCTS, INC.

BY _____
Bryce L. Patch
President

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

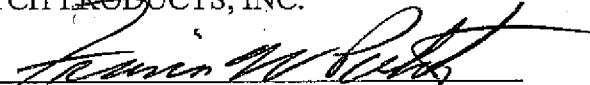
ASSIGNOR:

SMETHPORT SPECIALTY COMPANY

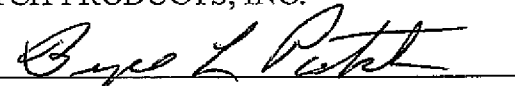
By: _____
Name: _____
Title: _____

ASSIGNEE:

PATCH PRODUCTS, INC.

BY 
Francis W. Patch
CEO

PATCH PRODUCTS, INC.

BY 
Bryce L. Patch
President

APPENDIX A

Assigned Trademarks

Mark	Country	Registration No.	Registration Date	Status
WOOLY WILLY	U.S.	2773503	10/14/2003	Live
LAURI	U.S.	1519949	01/10/1989	Live
LAURI (Stylized)	U.S.	1437404	04/21/1987	Live
DAPPER DAN	U.S.	1193698	04/13/1982	Live
HIP HUGGER	U.S.	1240495	05/31/1983	Cancelled
WOOLY WILLY	U.S.	1190811	02/23/1982	Cancelled
S (Stylized)	U.S.	0951815	01/30/1973	Cancelled