

10-26-1998

COVER SHEET  
ONLY



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To the Honorable Commissi

100860382

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TELEDYNE INDUSTRIES, INC.

19-20-98

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: HOWELL PENNCRAFT, INC.

Internal Address:

Street Address: 3333 West Grand River Avenue

City: Howell State: MI ZIP: 48843-9605

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 30, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

962,670

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James D. Dee

Internal Address: SPS Technologies, Inc.

Suite 470

Street Address: 101 Greenwood Avenue

City: Jenkintown State: PA ZIP: 19046

6. Total number of applications and registrations involved: .....

1

7. Total fee (37 CFR 3.41):..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4080

(Attach duplicate copy of this page if paying by deposit account)

10/23/1998 DNGUYEN 00000139 194080 962670

01 FC:481 40.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James D. Dee

Name of Person Signing

*James D. Dee*  
Signature

October 8, 1998

Date

Total number of pages comprising cover sheet:

1

## ASSIGNMENT OF TRADEMARKS

WHEREAS, TELEDYNE INDUSTRIES, INC., a California corporation, having a place of business at 1000 Six PPG Place, Pittsburgh, PA 15222, herein called "ASSIGNOR", is the owner of certain trademark rights shown on the attached Exhibit "A";

WHEREAS, HOWELL PENNCRAFT, INC., a Delaware corporation, having a place a business at 3333 West Grand River Avenue, Howell, Michigan 48843-9605, herein called "ASSIGNEE", is desirous of acquiring the entire right, title and interest in, to and under said trademark rights of Exhibit "A";

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said ASSIGNOR sells, assigns, transfers and sets over, and does hereby sell, assign, transfer and set over effective on the date set forth below to the said ASSIGNEE, the ASSIGNOR's entire right, title and interest in and to the following trademarks and United States Patent and Trademark Office Trademark Registrations, together with the good will of the business in connection with which said trademarks are used, all as set forth on Exhibit "A" attached hereto and made a part hereof. The ASSIGNOR further assigns to the ASSIGNEE all rights to sue for and receive all damages occurring from past infringements of said trademarks.

And, said ASSIGNOR warrants that it owns or has the right to use said trademarks. There are no claims or demands of any other person with respect to the trademarks and there are no pending or threatened proceedings challenging ASSIGNOR's rights to use said trademarks of which the ASSIGNOR is aware. The ASSIGNOR further agrees that, upon request by the ASSIGNEE, the ASSIGNOR shall execute and deliver all papers, make all rightful oaths, testify on behalf of the ASSIGNEE and do all other reasonable lawful acts necessary to carry out the intent of this Assignment at the ASSIGNEE's expense, as well as provide such other material, information, or assignment as is reasonable, and this Assignment shall be binding on the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

IN TESTIMONY WHEREOF, TELEDYNE INDUSTRIES, INC. has caused this Assignment to be signed by its duly authorized officer and its corporate seal to be hereto affixed and attested this 30<sup>th</sup> day of June, 1998.

[Corporate Seal]

TELEDYNE INDUSTRIES, INC.

Attest:  
Guestwood

By: James J. May

Title: Executive Vice President  
Finance and Administration  
And Chief Financial Officer

Date: June 30, 1998

State of PENNSYLVANIA  
County of ALLEGHENY

)  
)  
)  
SS:

On this 30<sup>th</sup> day of JUNE, 1998, before me personally appeared JAMES L. MURDY to me known, who being by me duly sworn, did depose and say that as indicated by the title appearing below his signature that he is an officer of the above-named ASSIGNOR, Teledyne Industries, Inc., and that he executed the foregoing Assignment instrument on behalf of said ASSIGNOR and pursuant to authority duly received.

Notarial Seal  
Susan M. Malyszka, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires May 28, 2001  
Member, Pennsylvania Association of Notaries

Susan M. Malyszka  
Notary Public

EXHIBIT A

TRADEMARKS

United States Trademark

PENNFORM

Registration/Application No.

Reg. No. 962,670