

09-28-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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Patent and Trademark Office
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1999 SEP 24 AM 10:36

OPR/FINANCE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedName

Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(Designation must be a separate document from Assignment.)

09/27/1999 DNGUYEN 00000270 0855406

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001966 FRAME: 0179

Domestic Representative Name and Address

Enter the name of the first receiving party only.

Name

OPR/FINANCE

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

815-963-8488

Name

James W. Keeling

Address (line 1)

Hinshaw & Culbertson

Address (line 2)

100 Park Avenue

Address (line 3)

P.O. Box 1389

Address (line 4)

Rockford, IL 61105

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

0855406

0853984

0853983

1141228

0795039

0948818

Number of Properties

Enter the total number of properties involved.

#

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

165.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☐

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. Charges to deposit account are authorized, as indicated herein.

Thomas E. Johnson

Name of Person Signing

Thomas E. Johnson

Signature

September 17, 1999

Date Signed

GENERAL ASSIGNMENT, CONVEYANCE
AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that RB&W Corporation, a Delaware corporation ("Grantor"), for good and valuable consideration received to its full satisfaction from Capital Fastener, Inc., a Michigan corporation ("Grantee"), pursuant to that certain Asset Purchase Agreement dated March 19, 1993 (the "Asset Agreement") by and between Grantor and Capital Bolt, Inc. (which Asset Agreement was subsequently assigned to Capital Fastener, Inc., does hereby convey, sell, transfer, assign and deliver to Grantee, its successors and assigns, all right, title and interest of Grantor at the Closing in the Property (as defined in the Asset Agreement) including, without limitation, the following:

(a) All equipment, computers, furniture, supplies, and other tangible personal property located on the Real Property or normally used in the conduct of the Business (the "Personal Property") including, without limitation, all Personal Property described on Schedule 1.1(b)¹;

(b) All supplies, component parts, raw materials, prepaid tooling, work-in-progress and finished goods inventory and other inventory located at the Premises or relating to or used in connection with the Business (the "Inventory") including, without limitation, all Inventory described on schedule 1.1(c);

(c) The automobiles and other vehicles described on Schedule 1.1(d);

(d) The licenses, permits, consents, authorizations, approvals, and certificates of regulatory, administrative or other government agencies and bodies (to the extent the same are transferable) listed on Schedule 1.1(e);

(e) The patents, trademarks, service marks, trade names and copyrights listed on Schedule 1.1(f);

(f) The inventions, trade secrets, processes, proprietary rights, proprietary knowledge, intellectual

¹

Each reference in this General Assignment, Conveyance and Bill of Sale to an Exhibit or Schedule shall mean an Exhibit or Schedule, as the case may be, attached to the Asset Agreement and incorporated into this Bill of Sale by such reference.

rights, intangible assets, technical drawings, blueprints, engineering information and rights to know-how of Grantor relating exclusively to, necessary for, arising out of, or normally used in connection with, the Business;

(g) The computer software described on Schedule 1.1(h);

(h) The leases of manufacturing equipment listed on Schedule 1.1(i);

(i) All rights arising under oral or written contracts, agreements, leases, license agreements, franchise agreements and purchase and sale orders, quotations and executory commitments, sales representative, independent contractor and employment agreements, instruments, guarantees, indemnifications, arrangements and understandings of Grantor relating exclusively to, necessary for, arising out of, or normally used in connection with the Business (the "Contracts") including, without limitation, the Contracts listed on Schedule 1.1(j), but only to the extent such Contracts constitute Assumed Contracts;

(j) The books of account, customer and supplier list, sale records, files, papers and records (except as set forth below) owned by Grantor and relating exclusively to, or to the extent necessary for, arising out of, or normally used in connection with, the Business; and

(k) All telephone numbers of the Business as further listed on Schedule 1.1(l);

(l) All deposits, prepaid expenses, advances and unearned payments under Assumed Contracts and similar items relating to the Business, Property or Assumed Contracts; and

(m) All property provided for in the Grantor's October Financial Statement (as hereinafter defined) not included in (a) through (m) above;

provided, however, that there shall be excluded from the assets, properties and rights of Grantor to be conveyed, sold, transferred, assigned, and delivered to Grantee under this General Assignment, Conveyance and Bill of Sale, (i) all corporate minutes books, stock records, corporate seals, treasury shares and tax returns and supporting schedules of Grantor, and (ii) those items listed on Schedule 1.1(z).

TO HAVE AND TO HOLD the same, unto Grantee, its successors and assigns forever.

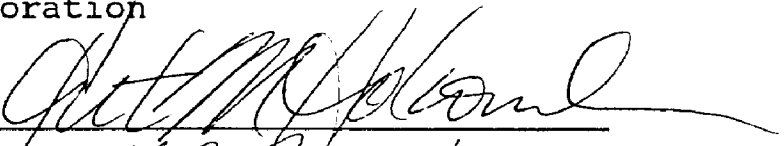
This General Conveyance, Assignment and Bill of Sale is being delivered subject to and pursuant to the terms and conditions of the Asset Agreement, however, the rights and

obligations of Grantor and Grantee set forth in the representations, warranties, covenants, agreements and other terms and provisions of the Asset Agreement shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder; provided, however, that Grantor, on behalf of itself and its successors, hereby covenants and warrants to Grantee, and its successors and assigns, good and marketable title in and to all the Property, subject to no lien, claim or encumbrance whatsoever, except as permitted in the Asset Agreement, and Grantor, for itself and its successors, hereby further agrees to indemnify and hold Grantee and Grantee's successors and assigns, harmless from and against any and all losses, damages, costs and expenses (including reasonable attorney fees), incurred as a result of, arising out of, or in connection with, any error, breach or failure contained in this General Assignment, Conveyance and Bill of Sale, any actual or alleged rights, claims, demand or interests asserted by any party in or to any of the Property, and any demand, claim or action asserted against Grantee or Grantee's successors, and assigns with respect thereto.

This General Conveyance, Assignment and Bill of Sale shall be subject to and construed and enforced in accordance with the laws of the State of Michigan. Any and all claims, disputes or controversies arising out of this Agreement shall be adjudicated solely in the U.S. Court for the Eastern District of Michigan, Southern Division, or the Circuit or District Court of Macomb County, Michigan, which courts shall have exclusive jurisdiction and venue over all said claims, disputes and controversies. Capitalized terms not otherwise defined herein shall have the same meanings herein as ascribed thereto in the Asset Agreement.

IN WITNESS WHEREOF, Grantor has caused this General Assignment, Conveyance and Bill of Sale to be executed on the 13th day of AUG., 1993.

RB&W CORPORATION, a Delaware corporation

By: 
Title: V.P. ADMIN.

Schedule 1.1(f)

Patents, Trademarks, etc.

[Handwritten signature]
WMB
8/13/93

1. L5 trademark registration #855,406
2. L8 trademark registration #853,984
3. L9 trademark registration #853,983
4. Accuload Fastening System - brochure only; data missing
5. Vibresist trademark registration - Same as Rock Falls
6. Vibrlok trademark registration - Same as Rock Falls
7. Tensilock trademark registration - Same as Rock Falls
8. Rai-Lock trademark registration #1,141,228
Expires 11/11/2000
9. Bolt Holding Wrench patent #4,462,281
Date of patent: 07/31/84
10. Bolt Holding Machine Wrench patent registration
#4,289,049
Date of patent: 09/15/81
11. Roller Side Bearing Mounting System & Method
Patent registration #4,323,015
Date of patent: 04/06/82
12. Roller Side Bearing Mounting System Method
Patent registration #4,393,787
Date of patent: 07/19/83
13. Una-Driv trademark registration #948,818
Expires 12/19/92
14. Stover trademark registration #795,039
Expires: 08/31/85