

05-25-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Premier Farnell, L.L.C.

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

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

3. Nature of conveyance:

5-11-01

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3/28/2001

2. Name and address of receiving party(ies)

Name: Lawson Products, Inc.

Internal Address:

Street Address: 1666 East Touhy Avenue

City: Des Plaines State: IL Zip: 60018

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

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

A. Trademark Application No.(s)

see Schedule A

B. Trademark Registration No.(s)

see Schedule A

Additional number(s) attached Yes No

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

Name: Suzanne M. Wallman

Internal Address: McDermott, Will & Emery

Street Address: 227 West Monroe Street

Suite 4400

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 3.41).....\$ 690.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

690E

13-0206

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

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.

Suzanne M. Wallman Suzanne M. Wallman 5/11/01 Signature Date

EXPRESS MAIL MAILING LABEL NUMBER Name of Person Signing

Date of Deposit: 5/11/01

Total number of pages including cover sheet, attachments, and document: 5

I hereby certify that this paper or fee is being deposited with the United States Postal Service Express Mail Post Office to Addressee service under 37 CFR 1-110 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22204-3513.

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Handwritten notes and signatures at the bottom left.

SCHEDULE A**TRADEMARK ASSIGNMENT FOR LAWSON PRODUCTS, INC.****TRADEMARK REGISTRATIONS**

Trademark Name	Registration Number	Registration Date
KENT K	1,152,030	April 28, 1981
CERTANIUM	731,389	May 15, 1962
CO (stylized)	1,002,403	January 28, 1975
CONDUCTO PLATE	724,744	December 5, 1961
ENVIROPRO	1,717,308	September 22, 1992
ETP	1,748,071	January 26, 1993
EURO-BLACK	1,702,716	July 28, 1992
HEAT SHIELD	1,580,884	February 6, 1990
HYPAX	720,332	August 22, 1961
metal hex nut misc. design	1,683,583	April 21, 1992
N-DIT	681,619	July 7, 1959
PREMALLOY	1,080,780	January 3, 1978
PREMIER and design	1,726,466	October 20, 1992
PREMIER and design	1,721,978	October 6, 1992
PREMIER AUTOWARE stylized and design	1,882,433	March 7, 1995
ROTANIUM	719,927	August 15, 1961
SCORE	708,646	December 20, 1960
SUPERTANIUM	653,655	October 29, 1957
SUPERTANIUM and design	1,685,052	May 5, 1992
SUPERTANIUM and design	685,400	September 22, 1959
TANIUM	671,398	December 23, 1958
VULCALLOY	932,247	April 11, 1972

CONTINUATION OF SCHEDULE A

TRADEMARK ASSIGNMENT FOR LAWSON PRODUCTS, INC.

TRADEMARK APPLICATIONS

Trademark Name	Serial/Application Number	Filing Date
INCREASING PRODUCTIVITY ONE PART AT A TIME	75/636,686	February 8, 1999
KENT AUTOMOTIVE and design	75/854,543	November 22, 1999
KENT AUTOMOTIVE	75/855,605	November 22, 1999
KENT AUTOMOTIVE and design	75/854,629	November 22, 1999
KENT AUTOMOTIVE	75/854,547	November 22, 1999

CHI99 3712922-1.002121.0010

TRADEMARK ASSIGNMENT

WHEREAS, Premier Farnell, LLC (the "Seller"), a Delaware limited liability company has adopted and used and is the sole and exclusive owner of the trademark, service mark and trade name applications and registrations listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto ("Registered Trademarks");

WHEREAS, Seller has intended to use in commerce in the United States certain of the trademarks and service marks also identified on Schedule A hereto which are the subject of pending applications for registration indicating that intention, but Seller has not yet filed allegation of use under Section 1(c) or 1(d) of the Trademark Act; Applicant is assigning the marks in such intent to use applications as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060 ("Intent to Use Trademarks");

WHEREAS, Seller has caused the words, symbols, slogans and marks listed in Schedule B to appear on or in packaging, labeling, marketing literature, the worldwide web or catalogs in the United States ("Unregistered Marks," together with the Registered Trademarks and the Intent to Use Trademarks the "Trademarks");

WHEREAS, Lawson Products, Inc., (the "Buyer"), a Delaware corporation, is acquiring the Trademarks, together with all of the goodwill of the business connected to the Trademarks, from Seller pursuant to the terms set forth in that certain Asset Purchase Agreement by and among Lawson Products, Inc., Premier Farnell Holding Inc., Premier Fastener Limited and Premier Farnell, LLC dated January 26, 2001, as amended ("Agreement"), to which Seller and Buyer are parties; and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Buyer as assignee of the entire interest.

This Trademark Assignment shall be effective as of March 30, 2001. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Seller and the Buyer. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

IN TESTIMONY WHEREOF, the Seller has caused this Trademark Assignment to be executed by its duly authorized representative on March 28, 2001.

PREMIER FARNELL, LLC

By: Premier Farnell Corp., its Manager

By: Peter D. Costello
Name: Peter D. Costello
Title: Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

I, Timothy C. Leslie, a Notary Public in and for Cuyahoga County, Ohio hereby certify that Peter Costello, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified company, Premier Farnell, LLC, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 28th day of March, 2001.

Timothy C. Leslie
Notary Public

TIMOTHY C. LESLIE, Attorney At Law
Notary Public - State of Ohio

Commission Expires: My commission has no expiration date
~~Section 147.03 R.C.~~