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10-30-2001



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

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

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

1. Name of conveying party(ies):

J.F. McCaughin Co., Inc.

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

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

2. Name and address of receiving party(ies)

Name: M. Argueso & Co., Inc.

Internal Address:

Street Address: 441 Waverly Avenue

City: Mamaroneck State: NY Zip: 10543

- 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 3, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,578,541

Additional number(s) 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.

Two Pitcairn Place - Suite 200

Street Address: 165 Township Line Road

City: Jenkintown State: PA Zip: 19046

6. Total number of applications and registrations involved: 1

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

- 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)

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

Signature

October 16, 2001

Date

Total number of pages including cover sheet, attachments, and document: 6

10/30/2001 DBYRNE

00000001 194080

1578541

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

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40.00 CH

TRADEMARK REEL: 002391 FRAME: 0065

**NOTICE OF  
TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is entered into this 3rd day of October, 2001 by and between J.F. McCaughin Co., Inc., a California corporation ("Assignor"), and M. Argüeso & Co., Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and trade names set forth on Schedule 1 attached hereto and incorporated herein by this reference, including all applications or registrations therefor (the "Marks"); and

WHEREAS, Assignor and Assignee are parties, to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), the terms, conditions and representations and warranties of which are incorporated herein by reference as if set forth in full;

WHEREAS, pursuant to the Purchase Agreement, Assignor conveyed to Assignee substantially all of the assets of a going business, including without limitation the Marks;

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal trademark registrations thereof, as well as all common law rights thereto. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Marks.

2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

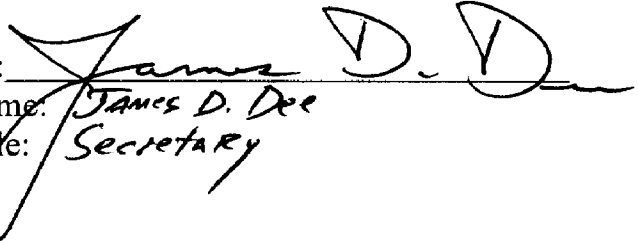
**ASSIGNOR:**

J.F. McCaughin Co., Inc.

**ASSIGNEE:**

M. Argüeso & Co., Inc.

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: *JAMES D. DEE*  
Title: *SECRETARY*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

**ASSIGNOR:**

J.F. McCaughin Co., Inc.

**ASSIGNEE:**

M. Argüeso & Co., Inc.

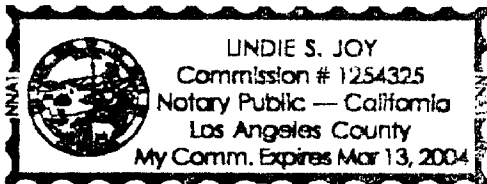
By: Patricia B. McCaughin  
Name: Patricia B. McCaughin  
Title: President

By: \_\_\_\_\_  
Name:  
Title:

STATE OF CALIFORNIA )  
 )  
COUNTY OF Los Angeles ) SS.  
 )

On this 27<sup>th</sup> day of September, 2001, before me personally appeared Patricia B. McCaughin to me personally known, who, being by me duly sworn, did say that (s)he is the President of J.F. McCaughin Co, Inc., a California corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Patricia B. McCaughin acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.



Lindie S. Joy  
Notary Public

My Commission Expires: 13 MAR 04

**SCHEDULE 1**

**MARKS**

<b>Mark</b>	<b>United States Registration Number</b>	<b>Registration Date</b>
J-MAC	1578541	January 23, 1990

LIBC/1260842.6