

Attachment to Form PTO-1594

Continuation from Form-1594

Line No.	1. Name of Conveying Party(ies)	4.(B) Trademark Registration No(s)
2	Action Threaded Products, Inc.	2195574
3	Action Threaded Products, Inc.	1717464
4	Action Threaded Products, Inc.	1684285
5	Action Threaded Products, Inc.	1719821
6	Capital Fasteners, Inc.	2037828
7	Capital Fasteners, Inc.	1897301
8	Capital Fasteners, Inc.	1882800
9	Capital Fasteners, Inc.	1889148
10	Research Engineering & Manufacturing	1627956
11	R B & W Corporation	1250157
12	R B & W Corporation	0855406
13	R B & W Corporation	0863811
14	R B & W Corporation	0834960
15	R B & W Corporation	0853984
16	R B & W Corporation	0948818
17	Russell, Burdsall & Ward Corporation	0795039
18	B & G Supply Co., Inc.	2246425

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration Date	Trademark No.
ATP and Design	10/13/98	2195574
ATP and Design	9/22/92	1717464
ATP and Design	4/28/92	1684285
Need Fasteners? . . . Get Action	9/29/92	1719821
CFI and Design	2/11/97	2037828
Dedicated to Service	6/6/95	1897301
Design	3/7/95	1882800
Design	4/11/95	1889148
Type TT	12/18/90	1627956
Vibralok	9/6/83	1250157
L5 and Design	8/27/68	0855406
Design	1/21/69	0863811
Vibresist	9/12/67	0834960
L8 and Design	8/6/68	0853984
Una-Driv	12/19/72	0948818
Stover	8/31/65	0795039
BGS	5/18/99	2246425

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
75/625975	1/22/99	IMS

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 3rd day of May, 2002 ("Effective Date") by and among Questron Technology, Inc., a Delaware corporation ("Questron"), and each of its subsidiaries listed on the signature page hereto (with Questron, collectively, ("Assignors"), and GE Supply Logistics, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors and General Electric Company ("GE") are parties to that certain Asset Purchase Agreement, dated April 16, 2002, by and between Assignee and Assignors (the "Agreement");

WHEREAS, terms defined in the Agreement and not otherwise defined herein are used herein with the meanings so defined;

WHEREAS, Assignee is an Affiliate of GE,

WHEREAS, pursuant to Section 13.8 of the Agreement, GE has the right to assign its rights and obligations under the Agreement to an Affiliate of GE without the prior written consent of Assignors; and

WHEREAS, pursuant to the Agreement, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, and the trade names and assumed names set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignors represent and warrant that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignors shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS:

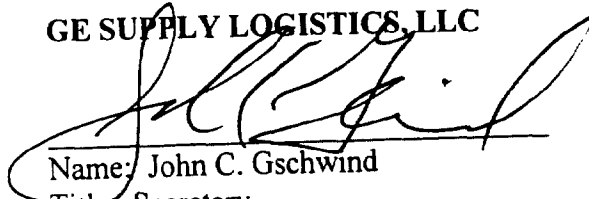
**QUESTRON TECHNOLOGY, INC.
QUESTRON DISTRIBUTION
LOGISTICS, INC.
INTEGRATED MATERIAL SYSTEMS,
INC.
POWER COMPONENTS, INC.
FAS-TRONICS, INC.
FORTUNE INDUSTRIES, INC.
ACTION THREADED PRODUCTS,
INC.
CAPITAL FASTENERS, INC.
B&G SUPPLY COMPANY, INC.
R.S.D. SALES CO. INC.
CALIFORNIA FASTENERS, INC.
COMPWARE, INC.
QUESTNET COMPONENTS, INC.
QUESTRON FINANCE CORP.
QUESTRON OPERATING COMPANY,
INC.
POWER TOO, INC.
ACTION THREADED PRODUCTS OF
GEORGIA, INC.
ACTION THREADED PRODUCTS OF
MINNESOTA, INC.**



Name: Dominic A. Polimeni
Title: Chairman and CEO for each of the
above-listed Assignors

ASSIGNEE:

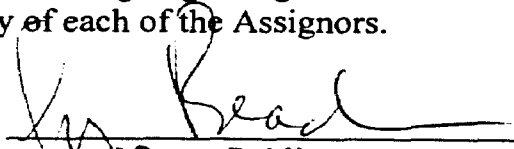
GE SUPPLY LOGISTICS, LLC



Name: John C. Gschwind
Title: Secretary

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 3rd day of May, 2002 there appeared before me Dominic A. Polimeni, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of each of the Assignors.

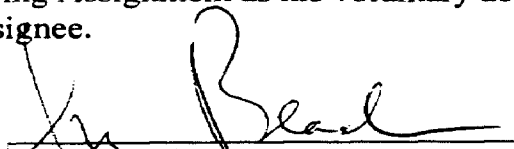


Notary Public

GEORGIA BEACH
NOTARY PUBLIC, State of New York
No. 31-4907366
Qualified in New York County
Commission Expires Sept. 28, 2005

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 3rd day of May, 2002 there appeared before me John C. Gschwind, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignee.



Notary Public

GEORGIA BEACH
NOTARY PUBLIC, State of New York
No. 31-4907366
Qualified in New York County
Commission Expires Sept. 28, 2005

SCHEDULE C

TRADE NAMES AND ASSUMED NAMES

Questron Technology, Inc.

Quest Electronic Hardware, Inc.

IMS (Integrated Material Systems, Inc.)

ATP and Design (Action Threaded Products, Inc.)

BGS (B&G Supply Co.)

ATP

CFI

Dedicated to Service

BGS



GE Supply

John C. Gschwind
General Counsel

*General Electric Company
P.O. Box 861
Two Corporate Drive
Shelton, CT 06484
203 944-3328
Fax: 203 944-3348
john.gschwind@gesupply.com*

July 16, 2002

VIA FEDEX

The Honorable Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Dear Commissioner:

RE: Recording of Assignment to GE Supply Logistics, LLC of Trademarks No(s). 75/625975: 2195574; 1717464; 1684285; 1719821; 2037828; 1897301; 1882800; 1889148; 1627956; 1250157, 0855406, 0863811; 0834960; 0853984; 0948818; 0795039 and 2246425

I am the General Counsel for GE Supply, a business unit of General Electric Company, and its wholly owned affiliate GE Supply Logistics, LLC ("GESL"). I am also the duly elected and incumbent Secretary for GESL. I am writing to request that a certain Trademark Assignment Agreement (the "Assignment") dated May 3, 2002 between GESL and Questron Technology, Inc, and each of its subsidiaries therein listed (collectively "Questron") be recorded against the Trademarks corresponding to the above listed application and registration numbers (the "Trademarks").

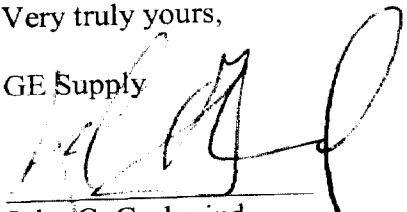
Pursuant to that certain Asset Purchase Agreement dated April 16, 2002 among General Electric Company, through its assignee GESL and Questron, GESL purchased substantially all of the assets of Questron, including the Trademarks. On May 3, 2002, Questron executed the Assignment thereby conveying its right to the Trademarks to GESL. The GE-Questron transaction was approved by the U.S. Bankruptcy Court for the District of Delaware (Case No. 02-10319 (PJW)) on April 16, 2002, as Questron and its subsidiaries had filed for bankruptcy protection in early February of this year.

Please find enclosed under cover of this letter, a completed Form 1594 with the supporting documentation necessary to complete the recording of the Assignment against the Trademarks. The fee for the recording of the Assignment (\$465.00) was electronically transferred to your account No. 13100001 (ABA routing No. 021030004) on July 9, 2002.

Should you require any additional information please do not hesitate to contact me at the above listed address. Thank you in advance for your prompt attention to this matter.

Very truly yours,

GE Supply


John C. Gschwind
General Counsel, GE Supply
Secretary, GE Supply Logistics, LLC

RECORDED: 07/17/2002

**TRADEMARK
REEL: 002556 FRAME: 0586**