

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPS Technologies, LLC		01/12/2005	LTD LIAB JT ST CO: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Magnetic Technologies Corporation		
Street Address:	770 Linden Avenue		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14625		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0973855	ARKOMAX 800	
Registration Number:	0743323	ARNOX	
Registration Number:	0692753	PLASTIFORM	
Registration Number:	1801445	AQUANIDE	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Karen Schweickart		

CH \$115.00 0973855

Signature:	/Karen Schweickart/
Date:	01/27/2005
Total Attachments: 7 source=SPS-MagTech TM Assgmt#page1.tif source=SPS-MagTech TM Assgmt#page2.tif source=SPS-MagTech TM Assgmt#page3.tif source=SPS-MagTech TM Assgmt#page4.tif source=SPS-MagTech TM Assgmt#page5.tif source=SPS-MagTech TM Assgmt#page6.tif source=SPS-MagTech TM Assgmt#page7.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 12, 2005 ("Effective Date") by and among **SPS TECHNOLOGIES, LLC**, a Pennsylvania limited liability company (formerly SPS Technologies, Inc.), with its principal office at 301 Highland Avenue, Jenkintown, PA, USA, (the "Assignor"), and **MAGNETIC TECHNOLOGIES CORPORATION**, a Delaware corporation, with its principal office at 770 Linden Ave., Rochester, NY 14625 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Stock Purchase Agreement dated December 30, 2004 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, 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, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, and the abandoned or expired trademarks set forth on Schedule E, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets 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 Assignor 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.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

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


SPS TECHNOLOGIES, LLC
(formerly SPS TECHNOLOGIES, INC.)

By: 

Name: William D. Larsson

Title: Sr. Vice President and
Chief Financial Officer

MAGNETIC TECHNOLOGIES
CORPORATION

By: 

Name: William D. Larsson

Title: Sr. Vice President and
Chief Financial Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
0973855	11/27/1973	ARKOMAX 800
0743323	01/08/1993	ARNOX
692753	02/09/1960	PLASTIFORM

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
None		

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Country	Registration No.	Registration Date	Mark
Australia	A221329	08/07/1968	PLASTIFORM
Austria	63288	12/12/1968	PLASTIFORM
Benelux	90710	04/17/1994	PLASTIFORM
Benelux	542412	10/27/1993	SAFEMAG & Design
Canada	123082	08/04/1961	PLASTIFORM
European Community	000292193	08/30/1999	ARNOLD
France	1341455	05/05/1961	PLASTIFORM
France	1629264	02/16/1972	PLASTIFORM
Germany	776656	08/29/1963	PLASTIFORM
Italy	439567	08/05/1966	PLASTIFORM
Japan	611231	05/09/1963	PLASTIFORM
Spain	568697	05/17/1971	PLASTIFORM
Sweden	102844	05/25/1962	PLASTIFORM
Switzerland	311688	04/10/1981	PLASTIFORM
United Kingdom	819071	11/01/1962	PLASTIFORM

SCHEDULE D

FOREIGN TRADEMARK APPLICATIONS

Country	Application No.	Application Date	Mark
None			

SCHEDULE E

ABANDONED AND/OR EXPIRED TRADEMARKS

REGISTRATIONS

Country	Registration No.	Registration Date	Mark
U.S.	1,801,445	10/26/93	AQUANIDE

APPLICATIONS

Country	Application No.	Application Date	Mark
Italy	1205 2001 MI	02/02/2001	PLASTIFORM