

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SEEGER, INC.		02/27/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE WALLACE BARNES COMPANY		
<b>Street Address:</b>	123 MAIN STREET		
<b>City:</b>	Bristol		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06011		
<b>Entity Type:</b>	CORPORATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1437708	SEEGER	
Registration Number:	1444876	SEEGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-828-3471		
<b>Email:</b>	marames.william@arentfox.com		
<b>Correspondent Name:</b>	Arent Fox PLLC		
<b>Address Line 1:</b>	1050 Connecticut Avenue, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036-5399		
<b>NAME OF SUBMITTER:</b>	William E. Marames		
<b>Signature:</b>	/William E. Marames/		
<b>Date:</b>	04/21/2005		

Total Attachments: 3

**900023464**

**TRADEMARK  
 REEL: 003070 FRAME: 0634**

**OP \$65.00 1437708**

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, effective as of the 27th day of February, 2002 executed by Seeger, Inc., a New Jersey corporation ("Assignor") in favor of The Wallace Barnes Company, a Connecticut corporation ("Assignee") is to evidence the following agreements and understandings.

### W I T N E S S E T H:

WHEREAS, Assignor is owner of the trademarks registered with the United States Patent and Trademark Office as listed on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, Barnes Group (Germany) GmbH & Co. OHG, a German general partnership and an affiliate of Barnes Group Inc, a Delaware corporation, is the purchaser of substantially all of the assets of Seeger-Orbis GmbH & Co. OHG ("Seeger Orbis"), including the trademarks pertaining to the business of Seeger Orbis, pursuant to the Asset Purchase Agreement (the "Agreement") dated January 31, 2002, among Seeger Orbis and Barnes Group (Germany) GmbH & Co. OHG and others;

WHEREAS, Assignee on its part is an affiliated company of Barnes Group Inc.; and

WHEREAS, Assignor desires to assign to Assignee, Assignor's entire right, title and interest in and to the Trademarks.

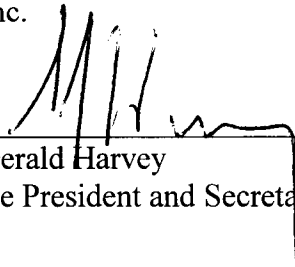
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor represents and warrants that it is the full and exclusive owner of the Trademarks and has the full right to convey its entire interest, both legal and equitable, in and to said Trademarks, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances.
2. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Trademarks and (a) any continuations, continuations-in-part, divisions, renewals, extensions and reissues thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof; (c) the right to sue and to collect damages for past, present and future infringements thereof; (d) the goodwill of the business associated with the use of, and symbolized by, the Trademarks, and (e) all rights corresponding thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Trademarks are or may be granted or reissued, as fully and entirely as the same would have been made.
3. Assignor represents and warrants that it has the unqualified right to enter into and perform this Assignment and has not entered into any agreement inconsistent with its obligations described hereunder.

4. Assignor covenants and agrees to execute and deliver to Assignee, upon demand, without payment of additional compensation, all such further documents, instruments and other writings which Assignee reasonably requests to effectuate the assignment set forth herein.
5. This Agreement shall be governed by the laws of New Jersey, without giving effect to its principles of conflicts of laws.
6. In the event that any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

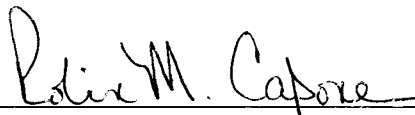
Seeger, Inc.

By:   
 Name: Gerald Harvey  
 Title: Vice President and Secretary

STATE OF New Jersey )  
 ) ss.  
 COUNTY OF Somerset )

BEFORE ME, a Notary Public in and for said State and County, personally appeared the above-named Seeger, Inc., by Gerald Harvey, its VP + Secretary, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Liberty Corner, NJ, this 28 day of February, 2002.

  
 Notary Public **ROBIN M. CAPONE**  
 Notary Public, State of New Jersey  
 My Commission Expires 5/6/2004

**EXHIBIT A**

<b>Trademarks</b>	<b>Country/Reg. No.</b>	<b>Owner</b>	<b>Reg. Date</b>	<b>Renewal Date</b>
SEEGER	USA 1,437,708	Seeger, Inc.	4/28/87	4/28/07
SEEGER AND DESIGN	USA 1,444,876	Seeger, Inc.	6/30/87	6/30/07