

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment Recordation Cover Sheet to correct Assignor's name, previously recorded on Reel 002360, Frame 0452

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TransTechnology Corporation		07/06/2001	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Breeze Industrial Products Corporation
Street Address:	c/o Industrial Growth Partners
Internal Address:	100 Spear Street, Suite 130
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1985466	EURO-SEAL
Registration Number:	1892921	HI-TORQUE
Registration Number:	1723241	AERO-SEAL
Registration Number:	1307639	CONSTANT-TORQUE
Registration Number:	1147031	BREEZE
Registration Number:	0975772	MAKE-A-CLAMP

**CORRESPONDENCE DATA**

Fax Number: (248)786-0155  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 248-689-3500

Email: stevens@reising.com

Correspondent Name: James D. Stevens

Address Line 1: P.O. Box 4390

CH \$165.00 1985466

Address Line 4: Troy, MICHIGAN 48099-4390

NAME OF SUBMITTER:

James D. Stevens

Signature:

/James D. Stevens/

Date:

08/22/2005

**Total Attachments: 9**

source=assignment document#page1.tif  
source=assignment document#page2.tif  
source=assignment document#page3.tif  
source=assignment document#page4.tif  
source=assignment document#page5.tif  
source=assignment document#page6.tif  
source=assignment document#page7.tif  
source=original tm assgn cover sheet#page1.tif  
source=original tm assgn cover sheet#page2.tif

8-29-01

RE

09-04-2001

U.S. Department of Commerce  
Patent and Trademark Office

EET

101832225

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Patent and Trademark Office, Washington, D.C. 20231  
Original documents or copy thereof.

## 1. Name of conveying party(ies): TransTechnical Corporation

☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation (State-Delaware)  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: July 6, 2001

## 2. Name and Address of receiving party(ies)

Name: Breeze Industrial Products Corporation

Address: c/o Industrial Growth Partners  
100 Spear Street, Suite 130+  
San Francisco, CA 94105

☐ 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)

B. Trademark Registration No.(s) See attached Schedule A

Additional numbers attached? X Yes No

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

Hayley M. Smith  
Legal Assistant  
Kirkland & Ellis  
153 East 53rd Street  
New York, NY 10022-4675

## 6. Total number of applications and registrations involved: 7

## 7. Total fee (37 CFR 3.41)..... \$ 215

☒ Enclosed

☒ Any deficiency is authorized to be charged to  
Deposit Account No. 111098

## 8. Deposit Account No. 111098

(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.

Garrett Richardson  
Name of Person Signing

Signature

Date

Void date: 08/31/2001 GTON11  
 08/31/2001 GTON11 00000103 1723241  
 01 FC:481

-40-00 number of pages including cover sheet, attachments, and document: \_\_\_\_\_

COMMISSIONER OF PATENTS AND TRADEMARKS

BOX ASSIGNMENT

WASHINGTON D.C. 20231

08/31/2001 GTON11 00000103 1723241

01 FC:481

40.00 DP

TRADEMARK

REEL 000060 FRAME 40514

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 6<sup>th</sup> day of July 2001, ("Effective Date"), by and between TransTechnology Corporation, a corporation organized under the laws of the State of Delaware, with its principal office at 150 Allen Road, Liberty Corner, NJ 07938 ("Assignor"), and Breeze Industrial Products Corporation, a corporation organized under the laws of the State of Delaware, with its principal office c/o Industrial Growth Partners, 100 Spear Street, Suite 130, San Francisco, CA 94105 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Sale and Purchase Agreement dated as of same date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations identified and set forth on Schedule A; (b) those foreign trademark registrations identified and set forth on Schedule B; (c) those common law trademark rights identified and set forth on Schedule C (collectively referred to herein as the "Marks") and (d) the goodwill of the business associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign

ties, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, 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 and sale had not been made; together with all income, royalties, damages 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 shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

\* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this  
assignment to be signed and executed by the undersigned officers thereunto duly authorized this  
10 day of July, 2001.

TRANSTECHNOLOGY CORPORATION

By: [Signature]  
Name: Gerald C. harvey  
Vice President,  
Title: Secretary and General Counsel

BREEZE INDUSTRIAL PRODUCTS  
CORPORATION

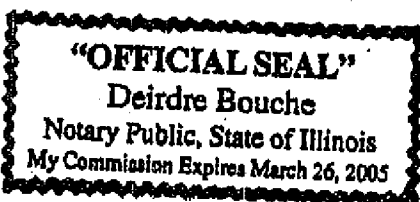
By: [Signature]  
Name: Eric Heglie  
Title: Secretary

STATE OF Illinois )  
COUNTY OF COOK )

SS.:

On this 6<sup>th</sup> day of July 2001, there appeared before me  
GERALD C. HARVEY, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
Vice President, Secretary and General Counsel.

Deirdre Bouche  
Notary Public

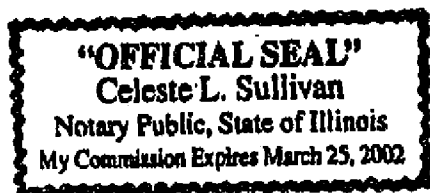


STATE OF Illinois )  
COUNTY OF COOK )

SS.:

On this 6<sup>th</sup> day of July 2001, there appeared before me  
ERIC NEALIE, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
SECRETARY

Celeste L. Sullivan  
Notary Public





**SCHEDULE A****U.S. Trademarks**

<b>Property Name</b>	<b>Registration Number</b>	<b>Registration Date</b>
AERO-SEAL	1,723,241	10/13/92
BREEZE*	1,147,031	2/17/81
CONSTANT-TORQUE	1,307,639	12/4/84
EURO-SEAL	1,985,466	7/9/96
HI- TORQUE	1,892,921	5/9/95
MAKE-A-CLAMP	975,772	1/1/74
MT logo	1,249,749	8/30/83

- \* Assignee shall have no rights relating to the name "Breeze," other than those rights relating to use in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business (as defined in the Purchase Agreement) as of the date hereof including, without limitation, the "Mass Tech" line of products.

**SCHEDULE B****Foreign Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
AERO-SEAL	Canada	408,132	2/12/93
AERO-SEAL	South Africa	B90/7258	8/19/94
BREEZE*	Colombia	144,826	12/31/93
BREEZE*	Mexico	421,960	9/14/92
BREEZE*	South Africa	90/7257	5/29/95
BREEZE*	Japan	2,017,624	1/26/88
BREEZE HI-TORQUE	European Community	001296821	8/31/99
EURO-SEAL	Canada	465495	10/25/96
EURO-SEAL	Germany	39537450	4/11/96
EURO-SEAL	United Kingdom	2,036,659	12/20/96
MAK-A-CLAMP	Canada	214,206	6/11/76
MAKE-A-CLAMP	Canada	416,337	9/30/93
POWER-SEAL	Canada	405,008	11/13/92
POWER-SEAL	South Africa	B90/7261	3/2/95

- \* Assignee shall have no rights relating to the name "Breeze," other than those rights relating to use in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business (as defined in the Purchase Agreement) as of the date hereof including, without limitation, the "Mass Tech" line of products.

RECORDATION FORM COVER SHEET

**SCHEDULE A**

**U.S. Trademarks**

<b>Property Name</b>	<b>Registration Number</b>	<b>Registration Date</b>
AERO-SEAL	1,723,241	10/13/92
BREEZE*	1,147,031	2/17/81
CONSTANT-TORQUE	1,307,639	12/4/84
EURO-SEAL	1,985,466	7/9/96
HI- TORQUE	1,892,921	5/9/95
MAKE-A-CLAMP	975,772	1/1/74
MT logo	1,249,749	8/30/83