

07-07-2005

RECORD
TRADEMARK



103035455

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

McKechnie Specialist Products Limited

- Individual(s)
- General Partnership
- Corporation- State: United Kingdom
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Southco UK Limited

Internal

Address: _____

Street Address: Wainwright Road, Warndon

City: Worcester

State: Worcestershire WR3 1FA

Country: United Kingdom Zip: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship United Kingdom
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 27, 2004

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/195,824, 78/195,854, 78/405,781, 78/300,383
78/195,879, 78/195,926

B. Trademark Registration No.(s)
0549508, 2833830, 2391974, 2547597

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John J. Simkanich

Internal Address: Paul & Paul

Street Address: Two Thousand Market Street

City: Philadelphia

State: Pennsylvania Zip: 19103

Phone Number: 215-568-4900

Fax Number: 215-567-5057

Email Address: _____

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

John J. Simkanich

Name of Person Signing

6/30/05
Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/06/2005 ECOOPER 00000013 78195824

01 FC:8521
02 FC:8522

40.00 OP
225.00 OP

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Dated: 27 October 2004

MCKECHNIE SPECIALIST PRODUCTS LIMITED
and
SOUTHCO UK LIMITED

TRADE MARK ASSIGNMENT

Linklaters

One Silk Street
London EC2Y 8HQ

Telephone (44-20) 7456 2000
Facsimile (44-20) 7456 2222

Ref L-078413/C Young

TRADEMARK
REEL: 003189 FRAME: 0043

This Assignment is made the 27th day of October 2004

Between

- (1) **MCKECHNIE SPECIALIST PRODUCTS LIMITED**, a company incorporated in England and Wales under company number 03724689 whose registered office is at Precision House, Arden Road, Alcester, Warwickshire B49 6HN (the "Assignor"); and
- (2) **SOUTHCO UK LIMITED**, a company incorporated in England and Wales under company number 05208639 whose registered office is at Wainwright Road, Warndon, Worcester, Worcestershire WR3 1FA (the "Assignee").

Whereas:

- (A) The Assignor is the owner of the Trade Marks.
- (B) Pursuant to the International Share and Business Sale Agreement, the Sellers have agreed to assign, or procure that the Assignor assigns, to the Assignee all of the rights, title and interests of the Assignor in and to the Trade Marks upon the terms set out in this Assignment.

It is agreed as follows:

1 Definitions

1.1 In this Assignment:

"Trade Marks" means the trade marks listed in the Schedule to this Assignment, together with the goodwill associated with those trade marks; and

"International Share and Business Sale Agreement" means the agreement relating to the sale and purchase of the businesses and companies comprising the fastener business of McKechnie Specialist Products Limited between McKechnie France EURL, McKechnie Deutschland GmbH, PSM Fasteners International BV, McKechnie Specialist Products Ltd, McKechnie Investments, Inc., Southco UK Ltd and Southco US, Inc. dated 16 October 2004.

- 1.2** Capitalised words and phrases used but not defined in this Assignment shall have the same meanings as those attributed to them in the International Share and Business Sale Agreement.

2 Assignment

In consideration of the sums payable to the Assignor under Schedule 7 of the International Share and Business Sale Agreement, the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including without limitation:

- 2.1** all rights of action, powers and benefits in respect of the Trade Marks; and
- 2.2** the right to seek and recover damages and all other remedies for any past infringement of the Trade Marks.

3 Recordal of Assignment

The Assignee shall, as soon as reasonably practicable following execution of this Assignment and at its own expense, take all such steps and do all such things as are

necessary to record the assignment of the Trade Marks on the relevant trade mark register.

4 Further Assurance

The Assignor shall, at the Assignee's expense, execute all documents and do all such acts and things as may be reasonably requested by the Assignee in order to give legal effect to the assignment of the Trade Marks to the Assignee and the recordal thereof.

5 Governing Law and Jurisdiction

This Assignment shall be governed by and construed in accordance with English law and the courts of England shall have jurisdiction over any disputes arising out of or in connection with this Assignment.


6 Counterparts

This Assignment may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF this Assignment has been entered into on the date stated at the beginning of this document.

**SIGNED by
MCKECHNIE SPECIALIST
PRODUCTS LIMITED**

}


.....
Director

**SIGNED by
SOUTHCO UK LIMITED**

}


.....
Director

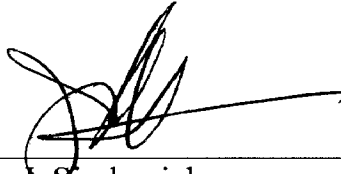
Schedule
The Trade Marks

Trade Mark	Owner	Country	Status	Class	Registered Number
DZUS	McKechnie Specialist Products Limited	Australia	Registered	6	A98598
SUPERSONIC	McKechnie Specialist Products Limited	UK	Registered	26	684562
DZUS	McKechnie Specialist Products Limited	USA	Registered	13	549508
DZUS	McKechnie Specialist Products Limited	Canada	Registered	-	115995
DZUS	McKechnie Specialist Products Limited	UK	Registered	6, 20	910479
DZUS DART	McKechnie Specialist Products Limited	UK	Registered	20	B920562
PANEX	McKechnie Specialist Products Limited	UK	Registered	6	1133766
PANEX	McKechnie Specialist Products Limited	CTM	Registered	6	769919
RAPIER	McKechnie Specialist Products Limited	CTM	Registered	6	769885
RAPIER	McKechnie Specialist Products Limited	UK	Registered	6	2161059
SWIFT	McKechnie Specialist Products Limited	UK	Registered	6	2303965
ARROW	McKechnie Specialist Products Limited	USA	Lapsed	-	App. No. 78/195824
DART	McKechnie Specialist Products Limited	USA	Published	-	App. No. 78/195854
DZUS	McKechnie Specialist Products Limited	USA	Registered	-	2833830
DZUS IT'S NOT AUTHENTIC WITHOUT THE MARK	McKechnie Specialist Products Limited	USA	Pending	-	App. No. 78/405781
DZUS RACING and Design	McKechnie Specialist Products Limited	USA	Pending	-	App. No. 78/300383
PILOT	McKechnie Specialist Products Limited	USA	Published	-	App. No. 78/195879

Trade Mark	Owner	Country	Status	Class	Registered Number
SUPERSONIC	McKechnie Specialist Products Limited	USA	Pending	-	App. No. 18/195926
MONOSERT	McKechnie Specialist Products Limited	CTM	Awaiting publication	-	3544574
INTEBOLT	McKechnie Specialist Products Limited	CTM	Awaiting examination report	-	3899903
PANEX	McKechnie Specialist Products Limited	Japan	Registered	6	4301003
DZUS	McKechnie Specialist Products Limited	Germany	Registered	6, 7	W697237
DZUS	McKechnie Specialist Products Limited	Japan	Registered	7	520581
DZUS	McKechnie Specialist Products Limited	Benelux	Registered	6, 8	100495
DZUS	McKechnie Specialist Products Limited	France	Registered	6, 12	1452949
DZUS	McKechnie Specialist Products Limited	CTM	Registered	6	782540
RAPIER	McKechnie Specialist Products Limited	USA	Registered	6	2391974
PANEX	McKechnie Specialist Products Limited	USA	Registered	6	2547597

The Commissioner is hereby authorized to charge any additional fees associated with this communication, or credit any overpayment, to Paul & Paul deposit account no. 16-0750.

Respectfully Submitted,



Date: June 30, 2005

John J. Simkanich
Reg. No.: 26,036
Paul & Paul
2900 Two Thousand Market Street
Philadelphia, PA 19103
(215) 568-4900

Order No.: 3304