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
Textron Fastening Systems (Aylesbury Automation) Limited		03/28/2002	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Textron Inc.
Doing Business As:	DBA Camcar Division
Street Address:	40 Westminster Street
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2456560	FASTRIV

CORRESPONDENCE DATA

Fax Number: (312)704-8023

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-704-1890

Email: ptodocket@trexlaw.com

Correspondent Name: Richard A. Giangiorgi, Reg. No. 24,284

Address Line 1: 105 W. Adams Street

Address Line 2: Suite 3600

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	140/40842/981
NAME OF SUBMITTER:	Richard A. Giangiorgi
Signature:	/Richard A. Giangiorgi/
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Date:	03/15/2006
Total Attachments: 4 source=PurchaseAndSaleAgmt#page1.tif source=PurchaseAndSaleAgmt#page2.tif source=PurchaseAndSaleAgmt#page3.tif source=PurchaseAndSaleAgmt#page4.tif	

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this 28th day of March, 2002 (the "Effective Date"), by and between Textron Fastening Systems (Aylesbury Automation) Limited, a company organized under the laws of England and Wales ("Seller"), and the Camcar Division of Textron Inc., a Delaware, United States corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller has adopted, used and is using the trademarks listed on Exhibit A to this Agreement, including any and all United States, state or foreign registrations issued, applications filed or common-law rights related to any of the foregoing, along with the goodwill of Seller's business symbolized thereby and any and all rights to obtain renewals or other legal protections pertaining thereto (the "Fastriv Trademarks"); and

WHEREAS, Seller is desirous of selling and Purchaser is desirous of purchasing the Fastriv Trademarks under the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereby agree as follows:

- 1. <u>Sale and Purchase</u>. Seller agrees to sell, transfer, convey and assign to Purchaser and Purchaser agrees to purchase from Seller the Fastriv Trademarks free from all liens, charges and encumbrances.
- 2. <u>Consideration</u>. The consideration for the sale of the Fastriv Trademarks shall be the sum of eight million two hundred thousand U.S. dollars (\$8,200,000), payable on the Effective Date.
 - 3. Warranties of Seller. Seller warrants that:
 - (a) It is in good standing and has full corporate power and authority to enter into this Agreement;
 - (b) It owns the exclusive right, title, and interest in the Fastriv Trademarks;
 - (c) The Fastriv Trademarks are not subject to any lien, third party claim or security interest; and
 - (d) Use of the Fastriv Trademarks do not infringe any rights of third parties.
- 4. <u>Warranty of Purchaser</u>. Purchaser warrants that it is in good standing and has full corporate power and authority to enter into this Agreement.

TRADEMARK
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- 5. Closing. The closing of the sale and purchase of the Fastriv Trademarks shall take place as of the Effective Date.
- 6. Costs. Each party shall pay the costs, charges and expenses incurred by it in connection with the entering into and completion of this Agreement.
- 7. <u>Further Assurances</u>. Each party shall procure the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions and shall otherwise exercise all powers and rights available to it in order to give effect to this Agreement.
- 8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States, notwithstanding its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

Textron Fastening Systems	Camcar Division of Textron Inc.
(Ayleshury Automation) Limited	
By: AMM-	
By: ALYVVVVVI	Ву:
Name: ALISTAIR SMITH	Name:
Title: FINANCE DIRECTOR	Title:

- 5. <u>Closing</u>. The closing of the sale and purchase of the Fastriv Trademarks shall take place as of the Effective Date.
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- 8. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States, notwithstanding its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

Textron Fastening Systems (Aylesbury Automation) Limited	Camcar Division of Textron Inc.
Name:	By: Mame: Name: Norman RICHTER Title: VP

EXHIBIT A

FASTRIV TRADEMARKS

Trademark	Country	Registration Number
Fastriv Fastriv Fastriv Portariv	U.S.A. U.K. CTM Japan U.K. 	2,456,560 B1,237,450 155,226 4,082,690 B1,239,552