

**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>
Heat-Fab, Inc.		10/25/2006	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Selkirk Corporation		
<b>Street Address:</b>	1301 W. President George Bush Highway		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75081		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1611972	SAF-T VENT	
Registration Number:	1237197	HEAT-FAB	
Registration Number:	1196531	SAF-T LINER	
Registration Number:	1196530	SAF-T PIPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)744-4653		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(303) 744-4743		
<b>Email:</b>	rp5897@gates.com		
<b>Correspondent Name:</b>	Jeffrey A. Thurnau		
<b>Address Line 1:</b>	1551 Wewatta Street		
<b>Address Line 2:</b>	IP Law Dept. 10-A3		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	HEAT-FAB TO SELKIRK		

CH \$115.00 1611972

NAME OF SUBMITTER:	Jeffrey A. Thurnau
Signature:	/jeffreythurnau/
Date:	05/15/2007
<b>Total Attachments: 4</b> source=HeatFab Assignment to Selkirk#page1.tif source=HeatFab Assignment to Selkirk#page2.tif source=HeatFab Assignment to Selkirk#page3.tif source=HeatFab Assignment to Selkirk#page4.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of this 25<sup>th</sup> day of October, 2006, by and between HEAT-FAB, INC., a Massachusetts corporation, with its principal place of business at 130 Industrial Boulevard, Turners Falls, Massachusetts 01376 (“**Assignor**”), and SELKIRK CORPORATION, a Delaware corporation (“**Assignee**”). In accordance with that certain Asset Purchase Agreement, dated as of October 25, 2006, by and among Assignee, Assignor, Tomkins Corporation, and the Principal Shareholders of Assignor (the “**Purchase Agreement**”), Assignee has acquired the Business of Assignor in connection with which Assignor has used, filed for registration and/or registered the Marks, as defined herein. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Purchase Agreement.

Assignor is the sole owner of all right, title and interest in all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all related applications, registrations, and renewals, owned and/or used by Assignor in connection with the Business, including the marks, registrations and applications identified in Schedule A attached hereto (collectively the “**Marks**”).

In consideration of the payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee all right, title and interest in the United States and all countries worldwide in and to the Marks therefor, together with at least that portion of Assignor’s business in connection with which it uses the Marks along with the goodwill associated with the Marks together with all related common law rights and the goodwill of the business symbolized thereby and all documentation, certificates of registration and other materials in possession of Assignor and its agents and representatives establishing and manifesting the Marks.

This Trademark Assignment includes the transfer of all claims for damages by reason of past infringement of the Marks with the right to sue for and collect same and in and to all legal equivalents of the Marks in foreign countries.

The representations and warranties of Assignor applicable to the Marks, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Purchase Agreement. THIS TRADEMARK ASSIGNMENT DOES NOT, NOR SHALL IT BE DEEMED TO SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT.

Assignor agrees to do all other acts, provide any evidence and execute all other documents which, in the opinion of Assignee may be necessary or desirable for the assignment, transfer, recordation, application, registration, maintenance, renewal and enforcement of the Marks as well as prove establishment of the Marks in the United States and in all other countries where Assignee may desire to have such Marks.

This Trademark Assignment shall be binding upon the parties, their successors, administrators, heirs and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

**ASSIGNOR**

**ASSIGNEE**

HEAT-FAB, INC.

SELKIRK CORPORATION

By: [Signature]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
An Authorized Representative

Title: \_\_\_\_\_  
An Authorized Representative

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS:  
COUNTY OF Hampton )

On the 25<sup>th</sup> day of October, 2006, before me, a Notary Public in and for said County and State, personally appeared NARROW F. GREEN, and acknowledged that he is the President of Heat-Fab, Inc.; that he is authorized by said Corporation to execute the foregoing Trademark Assignment on behalf of said Corporation; and that he did execute the foregoing Trademark Assignment on behalf of said Corporation, pursuant to such authority.

[Signature]  
Notary Public **DALE P. BENOIT**  
Notary Public  
Printed Name **My Commission Expires May 25, 2012**

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNOR

ASSIGNEE

HEAT-FAB, INC.

SELKIRK CORPORATION

By: \_\_\_\_\_

By: Richard Hall

Name: \_\_\_\_\_

Name: Richard Hall

Title: \_\_\_\_\_

Title: Authorized Representative  
An Authorized Representative

An Authorized Representative

COMMONWEALTH OF MASSACHUSETTS )

) SS:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, and acknowledged that he is the \_\_\_\_\_ of Heat-Fab, Inc.; that he is authorized by said Corporation to execute the foregoing Trademark Assignment on behalf of said Corporation; and that he did execute the foregoing Trademark Assignment on behalf of said Corporation, pursuant to such authority.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

# SCHEDULE A

## Trademarks

<b>COUNTRY</b>	<b>MARK</b>	<b>TRADEMARK APPLICATION/ REGISTRATION NO.</b>
USA	SAF-T-VENT	1611972
USA	HEAT-FAB	1237197
USA	SAF-T LINER	1196531
USA	SAF-T PIPE	1196530

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SCHEDULE A