

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/23/1998		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shamrock Fastener Technologies, LLC		04/23/1998	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Textron Inc.		
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:	1958792	SFT	
CORRESPONDENCE DATA			
Fax Number:	(312)704-8023		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 704-1890		
Email:	ptodocket@trexlaw.com		
Correspondent Name:	James R. Foley		
Address Line 1:	105 West Adams Street		
Address Line 2:	Suite 3600		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	140/39539/906		
NAME OF SUBMITTER:	James R. Foley		

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Signature:

/James R. Foley/

Date:

06/11/2007

Total Attachments: 6

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THIS MERGER AGREEMENT (this "Agreement") is made and entered into as of the 23rd day of April, 1998, by and among TEXTRON INC., a Delaware corporation ("Textron") and RING SCREW WORKS, a Michigan corporation (the "Company");

WITNESSETH

WHEREAS, the shareholders of the Company set forth in Exhibit A hereto ("Shareholders") own all of the shares of common stock, \$2.50 par value (the "Common Stock"), of the Company, issued and outstanding as of the date hereof. The capital stock of Michigan Rod Products, Inc. ("Michigan Rod") shall be distributed to the Shareholders pro rata based upon their ownership of the Company on the Closing Date. For the purposes of this Agreement, "shares of Common Stock" and "shares of the issued and outstanding Common Stock" shall include options for shares granted by Ring Screw Works, whether or not such grants (or options) have vested (or been exercised);

This Agreement contemplates a transaction in which Textron will acquire all of the outstanding capital stock of the Company for cash (including a deferred payment of cash) through a reverse subsidiary merger of 2020 Corp 67, a Michigan corporation and a wholly-owned subsidiary of Textron (the "Transitory Subsidiary"), with and into the Company;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I**

**Merger; Merger Consideration; Closing**

1.01. The Merger. On the terms and subject to the conditions of this Agreement, the Transitory Subsidiary will merge with and into the Company (the "Merger") at the Effective Time (as defined below). The Company shall be the corporation surviving the Merger (the "Surviving Corporation").

1.02. Related Transactions. In addition to the Merger, the following transaction (the "Related Transactions") will be consummated at the Closing (as defined below) but prior to the Merger: each holder of an option to purchase capital stock of the Company shall enter into an option cancellation agreement between each such optionholder and the Company whereby the Company shall pay cash to such optionholder and the optionholder shall cancel and terminate such option.

1.03. Date and Place of Closing. On the terms and subject to the conditions set forth in this Agreement, the closing of the transaction contemplated by this Agreement shall be held at the offices of Bodman, Longley & Dahling LLP in the city of Detroit, Michigan, at 10:00 a.m., Detroit time, on the last business day of the month in which the waiting period under the HSR Act (as defined below) expires, or at such other place, time and date as the Company, the Transitory Subsidiary and Textron shall mutually agree upon. The date and event of such closing are, respectively, hereinafter referred to as the "Closing Date" and the "Closing."

Textron, if any. "Encumbrances" means, all liens, security interests, pledges, charges, claims, options and encumbrances of every kind, character, and description whatsoever, and with respect to a Shareholder's shares of Common Stock, including, without limitation, rights of dower, curtesy or community property.

3.02. Incorporation and Qualification; Subsidiaries; Michigan Rod.

(a) The Company (and the subsidiaries listed on Schedule 3.02, which are all of the subsidiaries of the Company (individually, a "Subsidiary" and collectively, the "Subsidiaries")) is a corporation or limited liability company duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with full corporate power and authority to own, operate and lease its properties and to carry on its business as presently being conducted. Each of the Company and the Subsidiaries is duly qualified to do business as a foreign corporation or limited liability company and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities makes such qualification appropriate, except for such failures to be so qualified and in good standing which would not have a material adverse effect on the business, operations, assets or financial condition of the Company and the Subsidiaries, either individually or taken as a whole (a "Material Adverse Effect"). Schedule 3.02 sets forth the jurisdiction of each Subsidiary's incorporation or organization and the ownership percentage of an investment by the Company in each Subsidiary. The Company has heretofore furnished to Textron true and complete copies of the articles of incorporation, articles of organization or other applicable charter document and by-laws, if any, and any shareholder or operating agreements or similar arrangements of each of the Company and the Subsidiaries, each accurate as of the date hereof, certified by the Secretary or an Assistant Secretary (or other officer reasonably acceptable to Textron) of the Company and of the Subsidiary, as the case may be, and the same have not been modified, amended or revoked as of the date hereof. Other than the Subsidiaries of the Company set forth in Schedule 3.02, the Company has no interests in any other corporation, limited liability company, partnership, joint venture or other business association or entity.

(b) Except as set forth expressly to the contrary herein Michigan Rod shall be excluded from the definition of "Subsidiary."

3.03. Authorization. The Company has all requisite legal power and authority to enter into, execute, deliver and perform this Agreement and any instruments and agreements contemplated herein required to be executed and delivered by the Company pursuant to this Agreement and for the consummation of the transactions contemplated hereby. Prior to the Closing Date, the capital stock of Michigan Rod shall be distributed to the shareholders pro rata based upon their ownership of the Company at the date of such distribution.

3.04. Binding Obligation. This Agreement and any instruments herein required to be executed and delivered by the Company or by any officer of the Company pursuant to this Agreement have been, or upon execution will have been, duly executed and delivered by such person individually, through an authorized agent or fiduciary, or pursuant to a power of attorney, to the extent required, have been effectively authorized by all necessary corporate action, and constitute valid and binding obligations of the Company, enforceable against the Company in accordance with the terms hereof.

3.05. Capitalization.

(a) The authorized capital stock of the Company consists solely of 400,000 shares of Common Stock of which, as of the date hereof, 97,635 shares are issued and outstanding. Except as set forth in this Agreement or in Schedule 3.05(a), the Company has no other shares of capital stock of any class or other equity securities authorized, issued or outstanding, and there are no outstanding or authorized options, warrants, calls, subscriptions, rights, agreements or commitments of any character obligating the Company to issue any shares of its capital stock or securities convertible into or exchangeable for or evidencing the right to purchase or subscribe for any shares of capital stock of the Company. All issued and outstanding shares of Common Stock have been issued and sold in compliance with all federal and state securities laws and are duly authorized, validly issued, fully paid and non-assessable and free of preemptive rights.

(b) The authorized capital stock or total equity of each Subsidiary, and the number of shares or total equity (i) issued and outstanding, and (ii) owned by the Company (directly or indirectly), of each Subsidiary as of the date hereof and as of the Closing Date are as set forth in Schedule 3.05(b). The Company owns, either directly or indirectly, all of the shares or equity of each of the Subsidiaries which it purports to own as set forth in Schedule 3.05(b). Except as set forth in this Agreement or Schedule 3.05(b), there are no outstanding or authorized options, warrants, calls, subscriptions, rights, agreements or commitments of any character obliging any Subsidiary to issue any shares of its capital stock or any other form of equity, or any securities convertible into or exchangeable for or evidencing the right to purchase or subscribe for any shares of capital stock or any other form of equity of any Subsidiary. All issued and outstanding shares of common stock or other form of equity with respect to each Subsidiary are duly authorized, validly issued, fully paid and non-assessable and free of preemptive rights.

(c) Except as set forth in Schedule 3.05(c), (i) there are no outstanding contractual or other obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other ownership interests in, the Company or any of its Subsidiaries, or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any Subsidiary; (ii) there are no contractual or other rights of any other person or entity to purchase or otherwise acquire any outstanding shares of

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.

TEXTRON, INC.

By:

Herbert L. Henkel  
Herbert L. Henkel  
President

RING SCREW WORKS

By:

C.R. O'Brien  
C.R. O'Brien  
President

By:

Jerry A. Bendert  
Jerry A. Bendert  
Treasurer

TRADEMARK

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**Schedule 3.02  
Subsidiaries**

			<u>Jurisdiction of Incorp./Organ.</u>	<u>Owners- ship %</u>
<u>Kelly Carbide Die Corporation</u>				
Ring Screw Works	750 Shares		MI	75%
James J. Kelly	250 Shares			
<u>Dexter Fastener Technologies, Inc.</u>				
Ring Screw Works	50,000 Shares		MI	50%
Shinsho American Corporation	5,000 Shares			
Saga USA Corporation	45,000 Shares			
<u>Detroit Heading Company, Inc.</u>				
Ring Screw Works	4900 Shares		MI	49%
Thomas Sims	5100 Shares			
→ <u>Shamrock Fastener Technologies, L.L.C.</u>				
Ring Screw Works	100%		MI	100%
<u>Grand Blanc Processing, L.L.C.</u>				
Ring Screw Works	60%		MI	60%
Shinsho American Corporation	40%			
<u>Hollingsworth Distribution Systems, L.L.C.</u>				
Ring Screw Works	33.3%		MI	33.3%
Holli-X, Inc.	33.3%			
Hollingsworth Logistics Management, L.L.C.	33.4%			
<u>Cam Tooling, L.L.C.</u>				
Ring Screw Works	30%		MI	30%
Cam, Inc.	70%			

3.05 (b)

Subsidiary	Authorized Capital Stock or Total equity	Issued and Outstanding Shares / Equity	Shares / Equity Owned By Company	
			Agreement Date	Closing Date
Kelly Carbide Die Corporation	1,000 Shares	1,000 Shares	750 Shares	750 Shares
Dexter Fastener Technologies, Inc.	100,000 Shares	100,000 Shares	50,000 Shares	50,000 Shares
Detroit Heading Company Inc.	100,000 Shares	10,000 Shares	4,900 Shares	4,900 Shares
Grand Blanc Processing, L.L.C.	\$4,000,000 (A)	\$4,000,000	\$2,400,000	\$10,800,000
Hollingsworth Distribution Systems, L.L.C.	\$30,000	\$30,000	\$10,000	\$10,000
Cam Tooling, L.L.C.	\$250,000	\$250,000	\$75,000	\$75,000
Shamrock Fastener Technologies, L.L.C.	\$7,000,000 (B)	\$7,000,000	\$7,000,000	\$7,000,000

(A) Increased from \$3,000,000 to \$4,000,000 by acts of Members at the March 25, 1997 Meeting

(B) Increased from \$5,000,000 to \$7,000,000 by acts of Members approved at June 29, 1995 Meeting