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## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Security Agreement	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Saturn Fasteners, Inc.		01/11/2008	CORPORATION: CALIFORNIA

### RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc. as Collateral Agent		
Street Address:	2450 Colorado Avenue, Suuite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Bank:		

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark	
Registration Number:	2322430	SATURN FASTENERS, INC.	
Registration Number:	1681765		
Registration Number:	2304847	SATURN	
Registration Number:	1103721	ACR	
Registration Number:	0693147	TORQ-SET	
Registration Number:	1096483	TORQ-SET	
Registration Number:	0661279	TORQ-SET	
Registration Number:	0704500	TRI-WING	

### **CORRESPONDENCE DATA**

Fax Number: (866)826-5420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle

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Address Line 2: attn: Penelope J.A. Agodoa Address Line 4: Waldorf, MARYLAND 20602				
ATTORNEY DOCKET NUMBER:	33010			
NAME OF SUBMITTER:	Penelope J.A. Agodoa			
Signature:	/pja/			
Date:	03/04/2008			
Total Attachments: 5 source=33010#page1.tif source=33010#page2.tif source=33010#page3.tif source=33010#page4.tif source=33010#page5.tif				

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Form PTO-1594 RECORDATION FO	DRM COVER SHEET U.S. DEPARTMENT OF COMMERCE			
(Rcv. 10/02) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 6/30/2005) TRADEMARKS ONLY				
Tab settings ⇔⇔⇔ ▼	* * * *			
	Please record the attached original documents or copy thereof.			
Name of conveying party(ies):	Name and address of receiving party(ies)			
	Name: Wells Fargo Foothill, Inc.			
Saturn Fasteners, Inc.	as Collateral Agent			
🖫 Individual(s) 🖳 Association	Street Address: 2450 Colorado Avenue, Suite 3000 West			
General Partnership 🖫 Limited Partnership				
Corporation-State	City: Santa Monica State: CA Zip: 90404			
Cther	Individual(s) citizenship			
Additional name(s) of conveying party(ies) attached? 🏬 Yes 🕍 N	Association			
	General Partnership			
3. Nature of conveyance:	Limited Partnership			
Assignment Merger	Corporation-State			
Security Agreement 🖳 Change of Name				
☐ Other	If assignee is not domicifed in the United States, a domestic representative designation is attached: Yes No			
Execution Date: January 11, 2008.	(Designations must be a separate document from assignment) Additional name(s) & address( es) attached?			
4. Application number(s) or registration number(s):				
A. Trademark Application No.(s)	B. Trademark Registration No.(s)			
PLEASE SEE ATTACHED	PLEASE SEE ATTACHED			
Additional number(s)	attached 🖫 Yes 🖫 No			
<ol><li>Name and address of party to whom correspondence concerning document should be mailed;</li></ol>	6. Total number of applications and registrations involved:			
Name:				
Internal Address:	7. Total fee (37 CFR 3.41)\$			
	⊑ Enclosed			
	Authorized to be charged to deposit account			
Street Address:	8. Deposit account number:			
Officer Address				
,				
City State: Zip:	(Attach duplicate copy of this page if paying by deposit account)			
	E THIS SPACE			
<ol> <li>Statement and signature.</li> <li>To the best of my knowledge and belief, the foregoing inforceopy of the original document.</li> </ol>	rmation is true and correct and any attached copy is a true			
Daleep J. Sawhney	03/04/2008			
Name of Person Signing	Signature Date			
Total number of pages including o	over sheet, attachments, and document:			

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 TRADEMARK AND PATENT SECURITY AGREEMENT dated as of January 11, 2008 (this "Agreement"), among SATURN FASTENERS, INC., a California corporation (the "Grantor"), and WELLS FARGO FOOTHILL, INC., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Domestic Revolving Guarantee and Collateral Agreement dated as of August 11, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among King Holding Corporation, a Delaware corporation ("Holdings"), Acument Global Technologies, Inc. (f/k/a TFS Acquisition Corporation), a Delaware corporation (the "U.S. Borrower"), the subsidiaries of the U.S. Borrower from time to time party thereto and the Collateral Agent and (b) the Revolving Credit Agreement dated as of August 11, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the U.S. Borrower, Acument Canada Limited (successor in interest to 4376242 Canada Inc.), a Canadian corporation (together with the U.S. Borrower, the "Borrowers"), the Lenders party thereto, Credit Suisse, Cayman Islands Branch, as domestic administrative agent, and Credit Suisse, Toronto Branch, as Canadian administrative agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrowers, derives substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark and Patent Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States

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Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks; and
- (d) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. <u>Security Agreement</u>. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark and Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement Governs. Reference is made to the Intercreditor Agreement dated as of August 11, 2006 (the "Intercreditor Agreement"), among Wells Fargo Foothill, Inc., as collateral agent for the Revolving Credit Facility Secured Parties referred to therein, Credit Suisse, as collateral agent for the Term Credit Facility Secured Parties referred to therein, U.S. Bank National Association, as trustee under the Indenture referred to therein, U.S. Bank National Association, as collateral agent for the Noteholder Secured Parties referred to therein, Holdings, the U.S. Borrower and the subsidiaries of the U.S. Borrower named therein. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SATURN FASTEMERS, INC.

bv

lame: Eva M. Kalawsk

Title: Vice President & Secretary

WELLS FARGO FOOTHILL, INC., as Collateral Agent,

by

Name: Title: Amy Lam

Vice President

# Schedule I

# I. Trademarks

Registered Owner	<u>Mark</u>	Registration Number	Expiration Date
Saturn Fasteners, Inc.	Saturn Fasteners, Inc. & Design	2322430	2/22/10
Saturn Fasteners, Inc.	Miscellaneous Design (line drawing of planet Saturn)	1681765	4/07/12
Saturn Fasteners, Inc.	Saturn	2304847	12/28/09

# II. Trademark Licenses

Licensee	Licensor	Mark	Registration Number	Registration Date
Saturn Fasteners, Inc.	Phillips Screw Company	ACR	1103721	10/10/1978
Saturn Fasteners, Inc.	Phillips Screw Company	TORQ-SET	0693147	02/16/1960
Saturn Fasteners, Inc.	Phillips Screw Company	TORQ-SET	1096483	07/18/1978
Saturn Fasteners, Inc.	Phillips Screw Company	TORQ-SET	0661279	05/06/1958
Saturn Fasteners, Inc.	Phillips Screw Company	TRI-WING	0704500	09/20/1960

# III. Patent Licenses

Licensee	Licensor	Туре	Registration Number	Registration Date
Saturn Fasteners, Inc.	Phillips Screw Company	Aerospace and Military Screw	4084478	04/28/1978
Saturn Fasteners, Inc.	Phillips Screw Company	Aerospace and Military Screw	4187892	02/12/1980

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**RECORDED: 03/05/2008** 

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