

**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>
Summit Tool Company		02/22/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mayhew Steel Products, Inc.		
<b>Street Address:</b>	199 Industrial Boulevard		
<b>City:</b>	TURNERS FALLS		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01376		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1574416	OLDFORGE TOOLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(413)731-3101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	413-731-3100		
<b>Email:</b>	poshea@ogklaw.com		
<b>Correspondent Name:</b>	Patrick J. O'Shea		
<b>Address Line 1:</b>	1500 Main Street		
<b>Address Line 2:</b>	Suite 912		
<b>Address Line 4:</b>	Springfield, MASSACHUSETTS 01115		
<b>ATTORNEY DOCKET NUMBER:</b>	1097-0005		
<b>NAME OF SUBMITTER:</b>	Patrick J. O'Shea		
<b>Signature:</b>	/pjo/		
<b>Date:</b>	04/03/2008		

CH \$40.00 1574416

**Total Attachments: 3**

source=Trademark Assignment#page1.tif

source=Trademark Assignment#page2.tif

source=Trademark Assignment#page3.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 20<sup>th</sup> day of February, 2008 by SUMMIT TOOL COMPANY, an Ohio corporation with a principal place of business located at 768 East North Street, Akron, Ohio 44305 (the "Assignor").

WHEREAS, Assignor has entered into an Asset Purchase Agreement dated February 22, 2008 (the "Agreement") with MAYHEW STEEL PRODUCTS, INC. ("Assignee"), a Massachusetts corporation, with a principal place of business located at 199 Industrial Boulevard, Turners Falls, Massachusetts; and

WHEREAS, In connection with the Agreement, Assignor has agreed to assign to Assignee, pursuant to this Assignment, all of Assignor's right, title and interest in and to all U.S and foreign trademarks pertaining to its division known as "OldForge", as listed on Schedule A attached hereto (collectively the "Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under said Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties the parties hereby agree as follows:

1. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the products in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damaged, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

3. The Assignor represents and warrants that it has not engaged in any conduct, or omitted to perform any necessary act, the result of which could invalidate or adversely affect the enforceability of the Marks.

3. The Assignor represents and warrants that the assets being sold to the Assignee pursuant to the Agreement does not infringe any intellectual property or confidential or proprietary rights of another person or entity, and Assignor has not received any notice contesting its right to use any of the assets being sold to Assignee thereunder.

(Signature Page to Follow)

IN WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

SUMMIT TOOL COMPANY

By:

[Signature]

Title:

Vice President

COMMONWEALTH OF MASSACHUSETTS

On this 22<sup>nd</sup> day of February, 2008, before me, the undersigned notary public, personally appeared before me Douglas M. Romstadt, the President of SUMMIT TOOL COMPANY, proved to me through satisfactory evidence of identification, which was Ohio Driver's license, to be the person whose name is signed on this document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the aforesaid corporation.

[Signature]

Notary Public

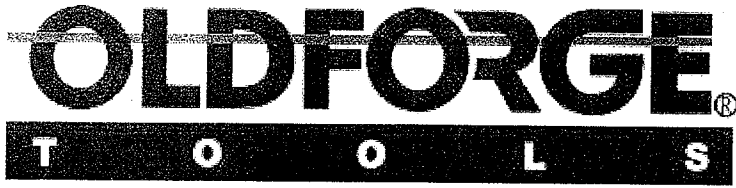
My Commission Expires:



BRIAN W. ALLMAN  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires 3-1-09

SCHEDULE A

OLDFORGE Tools name and design



Register No. 1,574,416

Originally registered 1-2-90, renewed 1-2-2000

571953

RECORDED: 04/03/2008

TRADEMARK  
REEL: 003752 FRAME: 0277