

## 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
The Wallace Barnes Company		02/19/2008	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Midwest Plastics Components, Inc.		
Street Address:	7309 West 27th Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55426		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1343305	SPECTRUM	
CORRESPONDENCE DATA			
Fax Number:	(612)492-7077		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(612) 492-7306		
Email:	ip@fredlaw.com		
Correspondent Name:	John Pickerill		
Address Line 1:	200 South 6th Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	45970.7		
NAME OF SUBMITTER:	John Pickerill		
Signature:	/John Pickerill/		
Date:	05/01/2008		

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REEL: 003769 FRAME: 0790

Total Attachments: 6

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of February 19, 2008 (the "Effective Date") is entered into by and among Midwest Plastic Components, Inc., ("Buyer") having a principal place of business of 7309 West 27th Street, Minneapolis MN 55426; Spectrum Plastics Molding Resources, Inc., ("Seller") having a principal place of business of 401 Birmingham Boulevard, Ansonia, Connecticut 06401; Barnes Group Inc., ("Parent") having a principal place of business of 123 Main Street, Bristol, Connecticut 06011, and The Wallace Barnes Company ("WBC"), having a principal place of business at 123 Main Street, Bristol, Connecticut 06011.

### Recitals

WHEREAS, the Buyer, Seller and Parent are parties to an Asset Purchase Agreement ("APA") of even date herewith, pursuant to which Seller and Parent have agreed to transfer to Buyer, and Buyer has agreed to acquire, certain assets, as set forth therein, including certain intellectual property assets;

WHEREAS, Seller, Parent and/or WBC is/are the owner of the United States and foreign patents and patent applications, and trademarks and trademark applications identified on the attached Exhibit A; and

WHEREAS, Buyer wishes to acquire from Seller, Parent and/or WBC, as applicable, and Seller, Parent and/or WBC, as applicable, wishes to transfer to Buyer, all intellectual property and proprietary rights in the Spectrum Rights, as defined herein.

NOW, THEREFORE, for good and valuable consideration, including that set forth in the APA, the receipt of which is hereby acknowledged, Buyer, Seller, Parent and WBC agree as follows:

### 1. Definitions

For purposes of this Agreement:

"Marks" shall mean: (a) the name and word mark "SPECTRUM"; (b) the trademarks and trademark registrations set forth on Exhibit A attached hereto together with all renewals and extensions; (c) the right to apply for trademarks registrations relating to the foregoing, both in the United States and in foreign countries or regional offices, in one's own name, including the right to claim any priority rights to which such applications are entitled under conventions, treaties, or otherwise; (d) any trademark resulting from any of the foregoing; (e) the goodwill associated with any of the foregoing; and (e) the right to sue for past infringement of any of the foregoing by any third party and all proceeds therefrom.

"Patent Rights" means all of the following: (a) the patents and patent applications set forth on Exhibit A attached hereto, and any reissues, renewals, continuations, continuations-in-part, divisions, continued prosecution applications, extensions, and substitutions, as well as all reissues or reexaminations thereof, as well as any patents or patent applications claiming priority thereto or from which priority is claimed in whole or in part throughout the world; (b) the right to apply for patents relating to any of the foregoing, both in the United States and in foreign countries or regional offices, in one's own name, including the right to claim any priority rights to which such applications are entitled under conventions, treaties, or otherwise; (c) any patent resulting from any of the foregoing; (d) all copies and tangible embodiments of the foregoing (in whatever form or medium); and (e) the right to sue for past infringement of any of the foregoing by any third party, including of provisional rights, and all proceeds therefrom.

"Spectrum Rights" means the Marks and the Patent Rights.

Other Definitions. Other capitalized terms not expressly defined herein shall have the meaning given in the APA.

2. Assignment. Each of Seller, Parent and WBC hereby assigns, sells, transfers, conveys, and delivers to Buyer, all of its right, title and interest, of every kind or nature owned or otherwise held by each, whether jointly, severally, or collectively, in and to the Spectrum Rights. Seller, Parent and WBC each hereby authorizes and requests the appropriate offices in any country to issue to Buyer, in its own name, any certification or registration of any proprietary rights, including patent, industrial model, invention rights, design, trademark, or trade dress, which may be granted in connection with the Spectrum Rights, in accordance with this Agreement.

3. Further Actions.

a. Seller, Parent and/or WBC shall execute and deliver without further consideration any further application, assignment, or other documents and to perform such other lawful acts as Buyer, its successors and assigns may deem reasonably necessary to fully secure, maintain, record, perfect, and enforce its rights, title or interest as specified herein.

b. Buyer shall bear all costs of preparing confirmatory assignments and all assignment recordation fees associated with all of the foregoing assignments; provided however that Buyer shall not bear costs associated with Seller's, Parent's, or WBC's legal counsel; or for time spent by Seller, Parent, or WBC personnel or signatories of such assignments.

4. Subsequent Assignment. Buyer may freely assign all or a portion of its rights under this Agreement, including its rights to the ownership and use of the Spectrum Rights, without providing any notice to Seller, Parent and/or WBC.

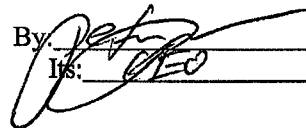
5. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware.

6. Counterparts. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*(signature page follows)*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner appropriate to each, all as of the date first above written.

Midwest Plastic Components, Inc.

By:   
Its: \_\_\_\_\_ (Buyer)

Spectrum Plastics Molding Resources, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_ (Seller)

Barnes Group Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_ (Parent)

The Wallace Barnes Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_ (WBC)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner appropriate to each, all as of the date first above written.

Midwest Plastic Components, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_ (Buyer)

Spectrum Plastics Molding Resources, Inc.

By: W.C. Deming  
Its: VICE PRESIDENT (Seller)

Barnes Group Inc.

By: [Signature]  
Its: SENIOR VICE PRESIDENT,  
CORPORATE DEVELOPMENT (Parent)

The Wallace Barnes Company

By: W.C. Deming  
Its: PRESIDENT (WBC)

**EXHIBIT A -- PROPRIETARY RIGHTS SCHEDULE**

**Patents and Patent Applications**

<b><u>Serial No. and/or Publ. No./ Application Date</u></b>	<b><u>Attorney Docket No.</u></b>	<b><u>Status/Pat. No./Issue Date</u></b>	<b><u>Title</u></b>	<b><u>Country</u></b>
60/542,561 2/6/04		Abandoned	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	U.S.
60/645,321 1/20/05		Abandoned	LED Assembly Having Overmolded Lens on Treated Leadframe and Method Therefor	U.S.
PCT/US2005/001492 WO05/076793 8/25/2005	BGEE 2 00036 PCT	Abandoned	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	As designated
10/852,877 5/25/04	BGEE 2 00036 US	7,081,644 7/25/06	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	U.S.
11/333,932 1/18/2006	BGEE 2 00048 US	Pending	LED Assembly Having Overmolded Lens on Treated Leadframe and Method Therefor	U.S.
11/443,754 5/31/06	BGEE 2 00036-2 US	Pending	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	U.S.
2007-520890T 2006-8831 (01/17/2006)	BGEE 2 00048 JP	Pending	LED Assembly Having Overmolded Lens on Treated Leadframe and Method Therefor	Japan
2006-552132 (01/14/05)	BGEE 2 00036 JP	Pending	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	Japan
200580000798.9 CN1898808 1/14/2005	BGEE 2 00036 CN	Pending	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	China
1120050001171.2 DE1120050001171T (01/14/2005)	BGEE 2 00036 DE	Pending	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	Germany
KR20060054302 10-2006-7000753	BGEE 2 00036 KR	0743007 7/27/07	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	Korea
PI20060180 1/16/2006	BGEE 2 00036 MY	Pending	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	Malaysia
20060017-1 1/14/2006	BGEE 2 00036 SG	118865 8/31/07	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	Singapore
094146417		Abandoned	Overmolded Lens on Leadframe and Method for Overmolding Lens on Lead Frame	Taiwan
200610001487.0 CN1822405 1/19/06	BGEE 2 00048 CN	Pending	LED Assembly Having Overmolded Lens on Treated Leadframe and Method Therefor	China

**EXHIBIT A – PROPRIETARY RIGHTS SCHEDULE***(continued from previous page)*

<b><u>Serial No. and/or Publ. No./ Application Date</u></b>	<b><u>Attorney Docket No.</u></b>	<b><u>Status/Pat. No./Issue Date</u></b>	<b><u>Title</u></b>	<b><u>Country</u></b>
10 2006 002 539.3 1/18/06	BGEE 2 00048 DE	Pending	Manufacture of Light Emitting Diode Assembly Involves Providing Base on Lead Frame, Installing Light-Emitting Diode in Base, Treating Lead Frame with Base, and Over Molding Cover (corresponding to LED Assembly Having Overmolded Lens on Treated Leadframe and Method Therefor)	Germany
2006-8831 JP2006203201 1/17/06	BGEE 2 00048 JP	Pending	LED Assembly Having a Cover or Lens Over-Formed on Processed Leadframe, and Method of Manufacturing the Same	Japan
10-2006-0006302 KR20060084815 1/20/06	BGEE 2 00048 KR	Pending	LED Assembly Having Overmolded Lens on Treated Leadframe and Method Therefor	Korea
PI 20060245 1/19/06	BGEE 2 00048 MY	Pending	LED Assembly Having Overmolded Lens on Treated Leadframe and Method Therefor	Malaysia
200600364-4 SG124374 1/19/06	BGEE 2 00048 SG	Pending	LED Assembly Having Overmolded Lens on Treated Leadframe and Method Therefor	Singapore
094145145 12/19/05	BGEE 2 00048 TW	Pending	LED Assembly Having Overmolded Lens on Treated Leadframe and Method Therefor	Taiwan

**Registered Trademarks and Applications for Trademark Registration**

<b><u>Serial No.</u></b>	<b><u>Owner/Applicant</u></b>	<b><u>Reg. No.</u></b>	<b><u>Mark</u></b>	<b><u>Filing Status</u></b>
73446309	The Wallace Barnes Company	1343305	SPECTRUM	1A
n/a	Spectrum Plastics Molding Resources, Inc.	4749	SPECTRUM	Abandoned

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