

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DBNA TRADEMARKS HOLDING, INC.		01/01/2001	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TUNGCO, Inc.		
<b>Street Address:</b>	1085 Wilbur James Road		
<b>City:</b>	Hanson		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	42413		
<b>Entity Type:</b>	CORPORATION: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2141667	BARRACUDA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)238-2401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-238-2400		
<b>Email:</b>	trademarks@patpro.com		
<b>Correspondent Name:</b>	Ronald W. Hind		
<b>Address Line 1:</b>	12412 Powerscourt Drive		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63131		
<b>ATTORNEY DOCKET NUMBER:</b>	TUNI BANDUS		
<b>NAME OF SUBMITTER:</b>	Ronald W. Hind		
<b>Signature:</b>	/ronald w hind/		

CH \$40.00 2141667

Date:

09/04/2008

**Total Attachments: 2**

source=TUNI BAND - Trademark License Agreement#page1.tif

source=TUNI BAND - Trademark License Agreement#page2.tif

AUG. 6. 2002 4:41PM

NO. 1362 P. 2/3

**TRADEMARK LICENSE AGREEMENT**

This Agreement, made as of the 1st day of January 2001, by and between DBNA TRADEMARKS HOLDING, INC., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 4320 Clary Boulevard, Kansas City, Missouri 64167, (hereinafter DBNA)

and

TUNGCO, INC., a corporation organized and existing under the laws of the state of Kentucky, having its principal place of business at 1085 Wilbur James Road, Hanson, Kentucky 42413 (hereinafter TUNGCO)

WITNESSETH:

WHEREAS DBNA is the owner of United States Trademark Registration No. 2,141,667 for the trademark "BARRACUDA & Design" for Power Tool Bits in Class 7, registered March 10, 1998 (hereinafter the Trademark); and

WHEREAS TUNGCO, is desirous of using the trademark "BARRACUDA & Design" on Power Tool Bits; and

WHEREAS DBNA is willing to grant an exclusive license to TUNGCO to use the Trademark on Power Tool Bits.

NOW, THEREFORE, the parties hereto agree as follows:

1. DBNA hereby grants a royalty-free exclusive license to TUNGCO for the Trademark for use on Power Tool Bits:

It is expressly agreed between the parties that:

2. DBNA retains full ownership of the Trademark covering the use of said mark on said Power Tool Bits, and under which registration this license is granted.

3. TUNGCO agrees to maintain a quality on goods sold under the Trademark commensurate with the business positions of the parties involved.

AUG. 6. 2002 4:41PM

NO. 1362 P. 3/3

4. DBNA reserves the right to inspect the quality of goods sold under the Trademark to ensure that the quality is as above required.

5. DBNA agrees to maintain the registration of the Trademark in full force and effect by filing §§ and §15 Use Affidavits before March 10, 2004 and to file §§ and §9 Renewal Affidavits before March 10, 2008 and at 10 year intervals thereafter.

6. In the event that DBNA fails to maintain the registration in full force and effect, DBNA agrees to assign to TUNGCO all rights, title and interest in and to said Trademark and said registration, together with the good will of the business symbolized by the Trademark, to TUNGCO. In the event that DBNA fails to make said assignment, DBNA agrees that this agreement is immediately terminated and constitutes an assignment, suitable for recording, of all rights, title and interest in and to said Trademark and said registration, together with the goodwill of the business symbolized by the Trademark, to TUNGCO.

7. In the event that the Trademark is infringed by a third party, DBNA shall have the first opportunity to sue for infringement and to recover and retain any and all damages. In the event that DBNA does not desire to sue for infringement, it shall notify TUNGCO promptly that it does not desire to sue for infringement and TUNGCO, thereafter will have the right but not the obligation to sue for infringement and retain all damages recovered therefrom. The party bringing the suit shall be responsible for all the costs of the suit.

8. This agreement shall not be assignable by one party without the written consent of the other party except to the successor of the business of the assigning party as a whole.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first set forth above.

Witness [Signature]  
Licensor/DBNA TRADEMARKS HOLDING, INC.  
[Signature] Name and Title  
Date April 12, 2002

Witness [Signature]  
Licensee/TUNGCO, INC.  
[Signature] Name and Title  
Date May 21, 2002