

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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|---|--|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alves Precision Engineered Products, Inc. | | 09/05/2008 | CORPORATION: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | PM Engineered Solutions Inc. | | |
| Street Address: | 177 Broad Street, Suite 1150 | | |
| City: | Stamford | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06901 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1003753 | 19TH HOLE CADDY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)856-8201 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-856-8145 | | |
| Email: | ip@brownrudnick.com | | |
| Correspondent Name: | Mark S. Leonardo | | |
| Address Line 1: | One Financial Center | | |
| Address Line 2: | Brown Rudnick LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02111 | | |
| ATTORNEY DOCKET NUMBER: | 27849/1 | | |
| NAME OF SUBMITTER: | Mark S. Leonardo | | |
| Signature: | /Mark S. Leonardo/ | | |

CH \$40.00 1003753

Date:

09/22/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") effective the 5th day of September, 2008, made by Alves Precision Engineered Products, Inc., a Connecticut corporation (the "Assignor"), and PM Engineered Solutions Inc., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, Assignor, Engineered Sinterings and Plastics, Inc., a Connecticut corporation ("ESP"), and Assignee are parties to a certain Asset Purchase Agreement dated as of August 27, 2008 (the "Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Assignee is purchasing certain of the Assets of the Assignor, including, but not limited to, all of Assignor's right, title and interest in and to the trademark and the registration of the trademark set forth on Schedule A hereto which is a trademark registered with the United States Patent and Trademark Office (the "Trademark");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign the Trademark to Assignee, and Assignee has agreed to accept the transfer by Assignor of its right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Assignment.

Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Trademark, including, but not limited to, the following:

- (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademark or the registrations thereof or such associated goodwill;
- (b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Trademark shall be preserved and maintained or registered.

2. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of

Assignor necessary to effect the assignment set forth in paragraph 2 hereof, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Trademark and to defend and compromise any and all actions, suits and proceedings in respect of any of said Trademark and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the Power of Attorney set forth in paragraph 3 hereof is insufficient to effect the assignment set forth in paragraph 2 hereof or effect any other purpose set forth in paragraph 3 hereof, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained in paragraph 2 hereof and the purposes set forth in paragraph 3 hereof.

4. Conflicts. This Assignment is subject to the terms and provisions of the Agreement and in the event of a conflict between this Assignment and the Agreement, the terms of the Agreement shall control.

5. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as a sealed instrument as of the date first stated above by its officer thereunto duly authorized.

ALVES PRECISION ENGINEERED PRODUCTS, INC.

By: [Signature]
Name: Joseph J. Peduzzi
Title: CEO

STATE OF: CONNECTICUT SS: WATERLOO
COUNTY OF: LITCHFIELD

In said County and State, before me this 4TH day of SEPTEMBER 2008, personally appeared JOSEPH L. PALAZZI of Alves Precision Engineered Products, Inc., known to me to be the person whose name is subscribed to the foregoing Trademark Assignment and he/she acknowledged that he/she executed the same in his/her authorized capacity on behalf of Alves Precision Engineered Products, Inc., and as a free act and deed for the purposes therein contained.

[Signature]
Notary Public COMMISSIONER OF THE SUPERIOR COURT
My commission expires: _____

Schedule A

Trademark

Registration Number

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