

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
Lacey Manufacturing Holding Company, Inc.		10/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lacey Manufacturing Holding Company, LLC		
Street Address:	110 Frank Mossberg Drive		
City:	Attleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02703		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1962922	LACEY MANUFACTURING COMPANY, INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00234		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		
Date:	11/05/2008		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Assignment is made on this 31st day of October, 2008 (the "Trademark Assignment") by and between Lacey Manufacturing Company, Inc., a Delaware corporation ("Assignor"), and Lacey Manufacturing Holding Company, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, by an Asset Purchase Agreement, dated as of the date hereof by and among Assignor, Assignee, and the other parties named therein (the "Asset Purchase Agreement"), Assignor has sold the Transferred Assets to Assignee, and in connection therewith, Assignor has sold all of its right, title, and interest in and to the Assets to Assignee, and in connection therewith, Assignor has agreed to assign, and Assignee has agreed to acquire, all Assignor's right, title and interest in and to all of the trademarks (including common law rights), trade names, service marks, trade dress, logos, trade names and corporate names, along with the goodwill associated therewith, including but not limited to the trademarks listed on Exhibit A hereto, in all jurisdictions in all the world, and all registrations, renewals and applications therefor, owned and used by Assignor in connection with the operation of its business (the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations of any rights in such Trademarks.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and/or indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are reasonably necessary to register or renew or otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents reasonably necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar; and to assist in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

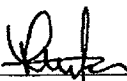
This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

**LACEY MANUFACTURING HOLDING
COMPANY, LLC**
A Delaware limited liability company

By: 
Name: Fredric J. Hammerle
Title: Chief Executive Officer

**LACEY MANUFACTURING
COMPANY, INC.**
A Delaware corporation

By: _____
Name: Steven L. Crow
Title: Secretary


TRADEMARK ASSIGNMENT SIGNATURE PAGE

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A Delaware corporation

By:  _____
Name: Steven L. Crow
Title: Secretary

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EXHIBIT A
TRADEMARKS

REGISTERED TRADEMARKS

Mark	Reg. No.	Jurisdiction	Registration Date
Lacey Manufacturing Company, Inc.	1,962,922	United States	March 19, 1996