

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
TRUARC COMPANY LLC		06/26/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ROTOR CLIP COMPANY, INC.		
Street Address:	187 DAVIDSON AVENUE		
City:	SOMERSET		
State/Country:	NEW JERSEY		
Postal Code:	08873		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	0615340	CRESCENT	
Registration Number:	0780219		
Registration Number:	1330849		
Registration Number:	1035195	KLIPRING	
Registration Number:	1026539	PRONG-LOCK	
Registration Number:	0737496	RING-MOUNT	
Registration Number:	1179814	ROL-PAK	
Registration Number:	0708065	SNAP-PAK	
Registration Number:	1001237	TRUARC	
Registration Number:	1329250	TRUARC RADIAL POWER-GUN	
Registration Number:	2073279	WALDES TRUARC	
Registration Number:	3144911	TRUARC	
CORRESPONDENCE DATA			

OP \$315.00 0615340

900138157

**TRADEMARK
 REEL: 004018 FRAME: 0609**

Fax Number: (973)530-2225
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-530-2025
Email: pnussbaum@wolffsamson.com
Correspondent Name: Peter Nussbaum
Address Line 1: Wolff & Samson PC
Address Line 2: One Boland Drive
Address Line 4: West Orange, NEW JERSEY 07052

NAME OF SUBMITTER:	Peter Nussbaum
Signature:	/Peter Nussbaum/
Date:	07/08/2009

Total Attachments: 11
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 29th day of June, 2009, by and among TRUARC Company LLC ("Assignor"), a Delaware limited liability company having a principal business address of 125 Bronico Way, Phillipsburg, New Jersey 08865, Webster Business Credit Corporation ("Webster"), a corporation organized under the laws of the State of New York and having an office located at 360 Lexington Avenue, New York, New York 10017; to Rotor Clip Company, Inc. a New Jersey corporation, having a principal business address of 187 Davidson Avenue, Somerset, New Jersey 08873 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks as more fully described on Exhibit A attached hereto, including all common law rights in and to the same (the "Trademarks"); and

WHEREAS, in order to secure its obligations under a Credit and Security Agreement dated May 28, 2004 (as amended, the "Credit Agreement"), between Assignor and Webster, Assignor granted Webster a lien on and security interest in the Trademarks pursuant to a Trademark Security Agreement dated May 28, 2004 (the "Trademark Security Agreement"), which was recorded on June 3, 2004 with the United States Patent and Trademark Office at Reel 002981, Frame 0685; and

WHEREAS, as a result of certain uncured defaults by Assignor under the Credit Agreement, Webster exercised its default rights and remedies thereunder and under the Trademark Security Agreement, Assignee conducted a secured party sale of certain of Assignor's assets, including the Trademarks, pursuant to which Assignor's right, title and interest in such assets, including the Trademarks, were conveyed to Assignee pursuant to that certain (i) Irrevocable Bid entered into by Webster, Assignee and Assignor, dated June 29, 2009 (the "Bid") and (ii) Bill of Sale executed and delivered by Webster in favor of Assignee (and acknowledged and consented to by Assignor) (the "Bill of Sale"); and

WHEREAS, in order to memorialize the conveyance to Assignee of all of Assignor's right, title, and interest in and to the Trademarks, the parties desire to execute and deliver this Assignment;

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

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's right, title and interest throughout the world in and to the Trademarks, together with all of the good will of the business symbolized by said Trademarks together with the right to recover damages and profits and all other remedies for past infringements thereof.

2. The entire interest assigned herein is to be held and enjoyed by Assignee and by its successors, assigns, and legal representatives, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

3. Assignor further covenants that Assignor will execute and deliver, from time to time after the date hereof upon the request of Assignee at Assignee's expense, such further documents, papers, forms, and authorizations, and will take all other actions that may be necessary for securing, completing, or vesting in Assignee all right, title, and interest in and to the Trademarks, to the fullest extent possible. In addition, Assignor shall provide to Assignee and its successors, assigns, and legal representatives cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, and other documentation as may be reasonably required) in the prosecution or defense of any reexamination, reissue, infringement suit, or other proceeding that may arise in connection with any of the rights assigned herein.

4. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all of Assignor's right, title, and standing to (a) receive all rights and benefits pertaining to the Trademarks, (b) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Trademarks, and (c) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

5. Webster hereby executes and delivers this Assignment for the sole purpose of consenting to the transaction contemplated in this Assignment and such consent shall not, in any manner, operate to modify, replace or supplement Webster's representations, warranties, obligations and disclaimers as set forth in the Bid and the Bill of Sale.

6. Assignor does hereby constitute Assignee as the true and lawful agent and attorney of Assignor, with full power of substitution, in the name of Assignor, to take any action or institute any proceedings in connection herewith that Assignee, in its sole discretion, may deem to be necessary or advisable, and to give consents, approvals, waivers, notices and the like, and to make demands and the like, in connection with the transfer of the Trademarks.

7. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

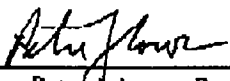
8. This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Trademark Assignment on the date first written above.

ASSIGNOR:

TRUARC COMPANY LLC

By: 
Peter J. Lowe, President

ASSIGNEE

ROTOR CLIP COMPANY, INC.

By: _____
Name: Jonathan Slass
Title: General Manager

WEBSTER BUSINESS CREDIT CORPORATION

By: _____
Edward Jesser, Senior Vice President

[Signature Page to Trademark Assignment]

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WEBSTER BUSINESS CREDIT CORPORATION

By: _____
Edward Jesser, Senior Vice President

[Signature Page to Trademark Assignment]

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TRUARC COMPANY LLC

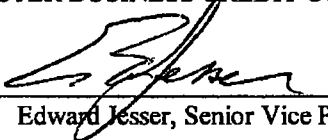
By: _____
Peter J. Lowe, President

ASSIGNEE

ROTOR CLIP COMPANY, INC.

By: _____
Name: Jonathan Slass
Title: General Manager

WEBSTER BUSINESS CREDIT CORPORATION

By: 
Edward Jesser, Senior Vice President

[Signature Page to Trademark Assignment]

STATE OF PA)
) SS
COUNTY OF Dauphin

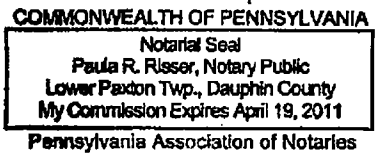
I CERTIFY that on June 26, 2009, Peter J. Lowe personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

(a) he is the President of TRUARC Company LLC, the limited liability company named in the attached document;

(b) he executed and delivered the attached document as the voluntary act and deed of such limited liability company, for the uses and purposes therein expressed; and

(c) he was authorized by such limited liability company to execute and deliver the attached document on behalf of such limited liability company.

Paula R. Risser



STATE OF NEW YORK)
) SS
COUNTY OF _____)

I CERTIFY that on June __, 2009, Edward Jesser personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

(a) he is a Senior Vice President of Webster Business Credit Corporation, the corporation named in the attached document;

(b) he executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and

(c) he was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.

STATE OF _____)
) SS
COUNTY OF _____)

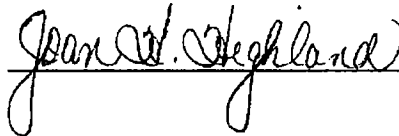
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- (a) he is the President of TRUARC Company LLC, the limited liability company named in the attached document;
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- (c) he was authorized by such limited liability company to execute and deliver the attached document on behalf of such limited liability company.

STATE OF NEW YORK)
) SS
COUNTY OF New York)

I CERTIFY that on June 26, 2009, Edward Jesser personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he is a Senior Vice President of Webster Business Credit Corporation, the corporation named in the attached document;
- (b) he executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
- (c) he was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.



JOAN H. HIGHLAND
Notary Public, State of New York
No. 4984973
Qualified in Putnam County
Certificate filed in New York County
Commission Expires August 5, 2009

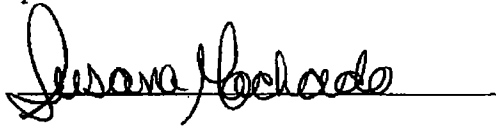
STATE OF New Jersey) SS
COUNTY OF Essex)

I CERTIFY that on June 26, 2009, Jonathan Slass personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

(a) he is the General Manager of Rotor Clip Company, Inc., a New Jersey corporation, the corporation named in the attached document;

(b) he executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and

(c) he was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.



SUSANA MACHADO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/21/2009


EXHIBIT A

Description of Trademarks

All of TRUARC's right, title and interest in, to and under the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications in trademarks and service marks, including, without limitation, registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any other political subdivision thereof, including, without limitation, those referred to in Schedule 1 attached hereto, and all reissues, continuations, continuations-in-part or extensions thereof ("Trademarks"), and any renewals and registrations thereof, (ii) the goodwill of TRUARC symbolized by the Trademarks, and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by TRUARC against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule 1 hereto

SCHEDULE 1

REGISTERED U.S. TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
CRESCENT	615,340	11/01/55
DESIGN (RETAINING RING)	780,219	11/17/64
DESIGN (RETAINING RING)	1,330,849	04/16/85
KLIPRING	1,035,195	03/09/76
PRONG-LOCK	1,026,539	12/09/75
RING-MOUNT	737,496	09/11/62
ROL-PAK	1,179,814	12/01/81
SNAP-PAK	708,065	12/06/60
TRUARC	1,001,237	01/07/75
TRUARC RADIAL POWER-GUN	1,329,250	04/09/85
WALDES TRUARC	2,073,279	06/24/97
	3,144,911	09/19/06

REGISTERED INTERNATIONAL TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Australia	TRUARC	A106,152	05/16/51
Benelux	TRUARC	41,123	10/26/72
Brazil	WALDES TRUARC	819927031	08/02/99
Brazil	WALDES TRUARC	819927090	09/08/99
Canada	TRUARC	UCA18695	10/18/43
Canada	WALDES TRUARC	367,596	04/13/90
Chile	TRUARC	534,617	09/29/88
Chile	WALDES TRUARC	534,616	09/29/88

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Denmark	TRUARC	113/1947	01/25/47
France	DESIGN (RETAINING RING)	1,478,542	07/18/68
France	GRIPRING STYLIZED	1,478,547	07/18/68
France	KLIPRING	1,244,673	09/08/83
France	MULTIARC	1,244,672	09/08/83
France	ROL-PAK	1,478,544	07/18/68
France	SNAP-PAK	1,478,541	07/18/88
France	TRUARC	1,403,335	11/24/61
Germany	TRUARC	619,687	07/22/50
India	TRUARC	285,851	02/07/73
India	TRUARC	285,853	02/07/73
Israel	TRUARC	37,198	03/09/73
Israel	TRUARC	36,809	01/17/73
Italy	TRUARC STYLIZED	766,316	12/18/46
Mexico	TRUARC	383,007	09/10/90
Mexico	WALDES TRUARC	361,878	05/15/89
Norway	TRUARC	39,911	12/23/50
Singapore	TRUARC	T73/56957A	02/01/87
Spain	TRUARC STYLIZED	196,015	05/16/47
Sweden	TRUARC STYLIZED	62,631	02/21/47
Switzerland	TRUARC STYLIZED	351,903	12/03/46
Thailand	TRUARC	KOR3802	02/02/73
United Kingdom	TRUARC	716,372	04/01/53
United Kingdom	TRUARC	630,996	08/14/44
Uruguay	TRUARC	337,589	10/09/81
Venezuela	TRUARC	76103-F	06/17/74