

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/30/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Engineered Spring Products, Inc.		06/25/2009
			Entity Type
			CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Matthew Warren, Inc.		
Street Address:	101 Godfrey Street		
City:	Logansport		
State/Country:	INDIANA		
Postal Code:	46947		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3514906	ESP ENGINEERED SPRING PRODUCTS, INC.
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(216) 586-3939		
Email:	kjkopczyk@jonesday.com		
Correspondent Name:	Kathie J. Kopczyk		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	Jones Day		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	126753-625001/KJK		
NAME OF SUBMITTER:	Kathie J. Kopczyk		
Signature:	/Kathie J. Kopczyk/		

CH \$40.00 3514906

Date:

07/14/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of June 30, 2009 (the "*Effective Date*"), is made by and between Engineered Spring Products, Inc., a Texas corporation ("*Assignor*"), and Matthew Warren, Inc., a Delaware corporation ("*Assignee*").

A. WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger, dated as of June 30, 2009, pursuant to which Assignor will merge with and into Assignee (the "*Merger*");

B. WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A (collectively, the "*Trademarks*"), and the goodwill associated with the Trademarks; and

C. WHEREAS, in connection with the Merger, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns or other legal representatives, to effect the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns and other legal representatives to sustain or renew any Trademarks, and to maintain, perfect, support and protect the right, title and interest of Assignee and its successors, assigns and other legal representatives, in and to the Trademarks and any registrations issued in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

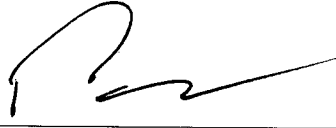
Assignor shall provide to Assignee, its successors, assigns and other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries and (4) implementation, perfection and/or recording of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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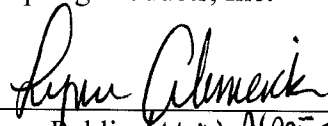
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

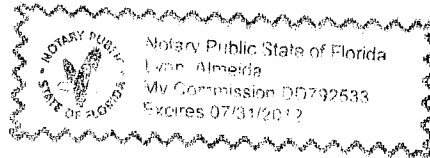
ENGINEERED SPRING PRODUCTS, INC.

By: 
Name: Peter W. Klein
Title: Vice President and Secretary

STATE OF Florida)
COUNTY OF Palm Beach) SS:

On this 25th day of June, 2009 before me Peter W. Klein, known to me to be Vice President and Secretary of Engineered Spring Products, Inc., who acknowledged that he signed this instrument as a free act on behalf of Engineered Spring Products, Inc.


Notary Public: Lynn Almeida
My commission expires:



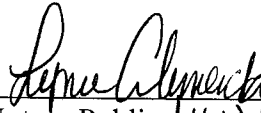
MATTHEW WARREN, INC.



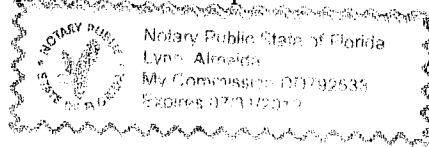
By: _____
Name: Peter W. Klein
Title: Vice President and Assistant Secretary

STATE OF Florida)
COUNTY OF Palm Beach) SS:

On this 25th day of June, 2009 personally appeared before me Peter W. Klein, known to me to be Vice President and Assistant Secretary of Matthew Warren, Inc., who acknowledged that he signed this instrument as a free act on behalf of Matthew Warren, Inc.



Notary Public: Lynne Almeida
My commission expires:



SCHEDULE A

TRADEMARKS

No.	Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
1	ESP ENGINEERED SPRING PRODUCTS, INC.	U.S.	77248272	08/06/07	3514906	10/14/08
2	ENGINEERED SPRING PRODUCTS, INC. (and design)	European Union (CMT)	006302889	09/13/07	006302889	08/21/08
3	ENGINEERED SPRING PRODUCTS, INC. (and design)	Singapore	T07/18690B	09/13/07	T07/18690B	12/26/07