

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
Tinnerman Palnut Engineered Products, Inc.		10/28/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	A. Raymond Et Cie
Street Address:	113, Cours Berriat BP 157
City:	Grenoble Cedex 1
State/Country:	FRANCE
Postal Code:	38019
Entity Type:	societe en commandite simple: FRANCE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0882005	ON-SERT
Registration Number:	0340210	P A L
Registration Number:	0556075	PALNUT
Registration Number:	0617710	PUSHNUT
Registration Number:	0517759	SPEED NUT
Registration Number:	0927128	T
Serial Number:	77136154	T
Registration Number:	0918766	TINNERMAN
Serial Number:	77136155	TINNERMAN CONNECTION ENGINEERING

CORRESPONDENCE DATA

Fax Number: (734)995-1777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-995-3110
 Email: trademark@butzel.com

900147327

**TRADEMARK
 REEL: 004094 FRAME: 0170**

CH \$240.00 0882005

Correspondent Name: Christopher A. Mitchell
Address Line 1: 350 South Main Street
Address Line 2: Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER: 141215-01

DOMESTIC REPRESENTATIVE

Name: Christopher A. Mitchell
Address Line 1: 350 South Main Street
Address Line 2: Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Christopher A. Mitchell

Signature: /Christopher A. Mitchell/

Date: 11/10/2009

Total Attachments: 8

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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (this "Assignment of Marks") is made as of the 28th day of October, 2009, by Tinnerman Palnut Engineered Products, Inc., a Delaware corporation, and Tinnerman Palnut, Inc. (collectively, "Assignors"), to A. Raymond Et Cie, a French société en commandite simple ("Assignee").

RECITAL

WHEREAS, Assignee and Assignors are parties to an Asset Purchase Agreement dated as of September 25, 2009 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which Assignors have agreed to sell to Assignee and Assignee has agreed to buy from Assignors the Assets (as defined in the Purchase Agreement), including without limitation the service marks, trademarks and trade names of Assignors. Pursuant to the Purchase Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

WHEREAS, in accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under Assignors' registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignors, for and in exchange for the payment of the Purchase Price (as defined in the Agreement) set forth in the Agreement, the receipt of which is hereby acknowledged, do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. Assignment and Assumption. Effective as of 12:01 a.m. (New York City time) on the Closing Date (the "Effective Time"), Assignors hereby transfer, convey, deliver and assign to Assignee, and Assignee hereby accepts the transfer, conveyance, delivery and assignment of, all of Assignors' worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Marks, or any of them, whether arising prior to or subsequent to the date of this Assignment of Marks, any and all renewals and extensions of the Marks that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction worldwide, the right to apply for trademark registrations worldwide based in whole or in part upon the Marks, and any priority right that may arise from the Marks, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignors had this Assignment of Marks not been made. Assignee assumes no Excluded

Liabilities, and Assignee and Assignors agree that all such Excluded Liabilities shall remain the sole responsibility of Assignors. Assignors shall retain all Excluded Assets and Assignee and Assignors hereto agree that all such Excluded Assets shall remain the property of the applicable Assignor.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignors' representations, warranties, covenants and agreements relating to the Marks, are incorporated herein by reference. Assignors acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Attorneys' Fees; Brokers' Fees; Expenses. Each party shall be responsible for the payment of its own attorneys', brokers' and other fees and expenses in connection with the Transactions.

5. Amendments and Waivers. This Assignment of Marks can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Assignment of Marks signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. The waiver by any party hereto of a breach of any provision of this Assignment of Marks shall not operate or be construed as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

6. Assignment. Neither this Assignment of Marks nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties without the prior written consent of the other party except, in the case of Assignee, to an Affiliate that becomes a party to this Assignment of Marks and agrees to be bound by the representations, warranties, covenants and obligations herein; provided, that (a) Assignee guarantees such Affiliate's obligations herein and (b) no such assignment shall relieve Assignee of its obligations hereunder. No party shall be relieved of any liability hereunder in respect of any assignment pursuant to this Section 6, unless such assignor has received a written release expressly excepting such assignor from any liability that may arise hereunder.

7. Successors and Assigns; No Third Party Beneficiaries. This Assignment of Marks shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Assignment of Marks.

8. Governing Law; Jurisdiction.

a. This Assignment of Marks shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed within such State, without regard to conflicts of law principles thereof that would require the application of the laws of another jurisdiction.

b. Each party hereto hereby irrevocably and unconditionally (i) submits, for itself and its property, to the jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any suit, action or proceeding arising out of or relating to this Assignment of Marks, or for recognition or enforcement of any judgment, (ii) agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable Law, in such federal court, and (iii) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

c. Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, (i) any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Assignment of Marks in any court referred to in Section 8(b) and (ii) any defense or immunity based on inconvenient forum, lack of venue, lack of residence or other reason to the maintenance of any such suit, action or proceeding in any such court.

d. Each party hereto hereby irrevocably and unconditionally consents to service of process in any suit, action or proceeding arising out of or relating to this Assignment of Marks in the manner provided for notices (other than telecopy) in Section 14. Nothing in this Assignment of Marks will affect the right of any party hereto to serve process in any other manner permitted by applicable Law. Assignee hereby irrevocably and unconditionally appoints its counsel, Butzel Long, A Professional Corporation, 380 Madison Avenue, 22nd Floor, New York, NY 10017, Attention: Robert A. Hudson, Esq., as its authorized agent in the State of New York upon which process may be served in any such suit, action or proceeding, and agrees that service of process upon such agent shall be deemed in every respect effective service of process upon each of them, in any such suit, action or proceeding.

e. To the extent that Assignee has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Assignee hereby irrevocably waives such immunity in respect of its obligations under this Assignment of Marks and, without limiting the generality of the foregoing, agrees that the waivers set forth herein shall have the fullest scope permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purposes of such Act.

9. Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Assignment of Marks were not performed in accordance with their

specific terms or were otherwise breached. It is accordingly agreed that, subject to Sections 2.5(c) and 2.6 of the Purchase Agreement, each party shall be entitled to an injunction or injunctions to enforce specifically the terms and provisions of this Assignment of Marks without any need to post bond, this being in addition to any other remedy to which they are entitled at law or in equity.

10. Headings. The division of this Assignment of Marks into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Assignment of Marks.

11. Construction. In this Assignment of Marks (i) words denoting the singular include the plural and vice versa, (ii) "it" or "its" or words denoting any gender include all genders, (iii) the words "include," "includes" and "including" shall mean "including without limitation," whether or not expressed, (iv) any reference to a statute shall mean the statute and any regulations thereunder in force as of the date of this Assignment of Marks or the Closing Date, as applicable, unless otherwise expressly provided, (v) any reference herein to a Section, Exhibit or Schedule refers to a Section of, or Exhibit or Schedule to, this Assignment of Marks, unless otherwise stated, (vi) when calculating the period of time within or following which any act is to be done or steps taken, the date which is the reference day in calculating such period shall be excluded and if the last day of such period is not a Business Day, then the period shall end on the next day which is a Business Day; (vii) all terms defined in this Assignment of Marks have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein; and (viii) references to a Person are also to its successors and permitted assigns.

12. Severability. If any one or more of the provisions contained in this Assignment of Marks or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by Law, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment of Marks or any other such instrument.

13. Negotiated Agreement. Each of the Assignors and Assignee acknowledges that it has been advised and represented by counsel in the negotiation, execution and delivery of this Assignment of Marks and accordingly agrees that, if an ambiguity exists with respect to any provision of this Assignment of Marks, such provision shall not be construed against any party because such party or its representatives drafted such provision.

14. Notices. All notices, requests, demands and other communications under this Assignment and Assumption Agreement shall be delivered in accordance with and governed by Section 14.13 of the Purchase Agreement.

15. Counterparts; Facsimile Copies. This Assignment of Marks may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed facsimile copies of this Assignment of Marks shall legally bind the parties to the same extent as original documents.

16. No Recourse. No recourse under this Assignment of Marks or any other Contract or any documents or instruments delivered in connection with this Assignment of Marks or the Transactions shall be had against any current or future director, officer, employee, shareholder, general or limited partner or member of Assignee or of any Assignor or of any Affiliate or assignee thereof (each a "Purchaser Representative" and "Seller Representative," respectively), as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any Law. Without limiting the foregoing, no Liability shall attach to, be imposed on or otherwise be incurred by any Purchaser Representative or Seller Representative (a) for any obligation of Assignee or any Assignor under this Assignment of Marks or any other Contract or any documents or instruments delivered in connection with this Assignment of Marks or the Transactions, (b) for any claim directly or indirectly based on, in respect of or by reason of such obligations or their creation or (c) otherwise relating to, or based upon, any of the Transactions.

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IN WITNESS WHEREOF, each Assignor has caused its duly authorized officer to execute this Assignment of Service marks and Trademarks as of the date first above written.

TINNERMAN PALNUT ENGINEERED PRODUCTS, INC.

By: 

Name: Joseph Ponteri
Title: Chief Executive Officer

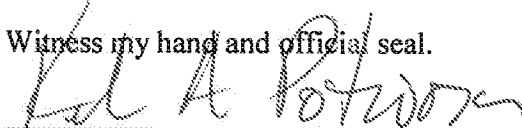
TINNERMAN PALNUT, INC.

By: 

Name: Joseph Ponteri
Title: President

State of OHIO)
County of MEHENA) SS.:

On this 28th day of OCTOBER, 2009, before me, KELLI A. POTWORA, personally appeared JOSEPH PONTERI, PRESIDENT & CEO of TINNERMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

KELLI A. POTWORA
NOTARY PUBLIC - STATE OF OHIO
Cuyahoga County
My Comm. Expires Dec. 2, 2009

KELLI A. POTWORA
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Dec. 2, 2009

SCHEDULE A

U.S. TRADEMARKS

<u>Mark</u>	<u>Grantor</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ON-SERT	Tinnerman Palnut Engineered Products, Inc.	U.S.	882,005	Dec. 9, 1969
PAL	Tinnerman Palnut Engineered Products, Inc.	U.S.	340,210	Nov. 3, 1936
PALNUT	Tinnerman Palnut Engineered Products, Inc.	U.S.	556,075	Mar. 11, 1952
PUSHNUT	Tinnerman Palnut Engineered Products, Inc.	U.S.	617,710	Dec. 20, 1955
SPEED NUT	Tinnerman Palnut Engineered Products, Inc.	U.S.	517,759	Nov. 22, 1949
T	Tinnerman Palnut Engineered Products, Inc.	U.S.	927,128	Jan. 18, 1972
T and Design	Tinnerman Palnut Engineered Products, Inc.	U.S.	77/136,154 (Pending)	Mar. 21, 2007 (Filing Date)
TINNERMAN	Tinnerman Palnut Engineered Products, Inc.	U.S.	918,766	Aug. 24, 1971
TINNERMAN CONNECTION ENGINEERING and Design	Tinnerman Palnut Engineered Products, Inc.	U.S.	77/136,155 (Pending)	Mar. 21, 2007 (Filing Date)

FOREIGN TRADEMARKS

<u>Mark</u>	<u>Grantor</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SPEED NUT	Tinnerman Palnut Engineered Products (Canada) Corp.	Canada	TMDA 52380	June 4, 1931
TINNERMAN	Tinnerman Palnut Engineered Products (Canada) Corp.	Canada	TMA 277,215	Mar. 4, 1983
PAL	Tinnerman Palnut Engineered Products, Inc.	Canada	TMA 156,512	Apr. 26, 1968
PUSHNUT	Tinnerman Palnut Engineered Products, Inc.	Canada	TMA 125,904	Mar. 30, 1962
PALNUT	Tinnerman Palnut Engineered Products, Inc.	Australia	A32136	Dec. 6, 1963
PALNUT	Tinnerman Palnut Engineered Products, Inc.	Benelux	006049	Feb. 16, 1971
PALNUT	Tinnerman Palnut Engineered Products, Inc.	Brazil	002553287	Jan. 22, 1981
PALNUT	Tinnerman Palnut Engineered Products, Inc.	France	1,337,160	Jan. 13, 1961
PALNUT	Tinnerman Palnut Engineered Products, Inc.	France	1,364,519	May 11, 1976
ON-SERT	Tinnerman Palnut Engineered Products, Inc.	France	1,396,393	Mar. 8, 1970
PAL	Tinnerman Palnut Engineered Products, Inc.	France	96653369	May 16, 1997

<u>Mark</u>	<u>Grantor</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PALNUT	Tinnerman Palnut Engineered Products, Inc.	Germany	1,020,657	Jun. 24, 1981
PALNUT	Tinnerman Palnut Engineered Products, Inc.	Italy	413,224	Aug. 18, 1961
PALNUT	Tinnerman Palnut Engineered Products, Inc.	Italy	816,908	July 9, 1968
PALNUT IN KATAKANA	Tinnerman Palnut Engineered Products, Inc.	Japan	2,706,400	Apr. 28, 1995
PALNUT	Tinnerman Palnut Engineered Products, Inc.	Japan	2,706,401	Apr. 28, 1995
TINNERMAN	Tinnerman Palnut Engineered Products, Inc.	Mexico	128,350	Feb. 12, 1965
PALNUT	Tinnerman Palnut Engineered Products, Inc.	Mexico	283,205	Jan. 4, 1983
PALNUT	Tinnerman Palnut Engineered Products, Inc.	UK	371,521	Feb. 11, 1916
PAL	Tinnerman Palnut Engineered Products, Inc.	UK	1,056,305	Dec. 12, 1975
ON-SERT	Tinnerman Palnut Engineered Products, Inc.	UK	1,064,188	June 10, 1976
EURO-SEAL	Tinnerman Palnut Engineered Products, Inc.	UK	2,036,659	Dec. 20, 1996
PALNUT	Tinnerman Palnut Engineered Products, Inc.	UK	2,157,554	July 17, 1998