

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
Lawson Products, Inc.		01/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lawson Products, Inc.
Street Address:	1666 East Touhy Avenue
City:	Des Plaines
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	731389	CERTANIUM
Registration Number:	724744	CONDUCTO PLATE
Registration Number:	1717308	ENVIROPRO
Registration Number:	1748071	ETP
Registration Number:	1702716	EURO-BLACK
Registration Number:	1793415	HARDFLEX
Registration Number:	1580884	HEAT SHIELD
Registration Number:	720332	HYPAX
Registration Number:	2865355	KENT AUTOMOTIVE
Registration Number:	1572537	L
Registration Number:	1582211	L
Registration Number:	1565440	LAWSON
Registration Number:	3663231	METRI-12
Registration Number:	1569223	METRI-TORQ

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Registration Number:	681619	N-DIT
Registration Number:	3481395	OS OPERATION SAFETY
Registration Number:	1428109	QUALI-TORQ
Registration Number:	719927	ROTANIUM
Registration Number:	3665592	RUTLAND TOOL
Registration Number:	3641865	RUTLAND TOOL & SUPPLY
Registration Number:	708646	SCORE
Registration Number:	653655	SUPERTANIUM
Registration Number:	685400	SUPERTANIUM
Registration Number:	671398	TANIUM
Registration Number:	1536067	TRU-TORQ
Registration Number:	1369798	TUFF-TORQ
Registration Number:	932247	VULCALLOY
Registration Number:	3614592	WASHINGTON TOOLS
Serial Number:	78811447	COOLMAX
Serial Number:	77525590	EZ-CATALOG
Serial Number:	77525648	EZ-CATALOG
Serial Number:	78811434	HEATMAX

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	12445.00.0062/HMM
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/07/2010

Total Attachments: 7

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TRADEMARK

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TRADEMARK
REEL: 004126 FRAME: 0786

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS is made as of the 1st day of January 2010, by LAWSON PRODUCTS, INC., a Delaware corporation, with its principal place of business at 1666 East Touhy Avenue, Des Plaines, Illinois 60018, U.S.A. ("Assignor"), to LAWSON PRODUCTS, INC., an Illinois corporation, also with a principal place of business at 1666 East Touhy Avenue, Des Plaines, Illinois 60018, U.S.A. ("Assignee").

RECITAL

Assignee is a wholly owned subsidiary of Assignor and Assignor agrees to transfer to Assignee, and Assignee agrees to receive from Assignor, all intellectual property owned by Assignor, including without limitation the service marks, trademarks, and trade names of Assignor. Assignor agrees to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, and convey the intellectual property to Assignee and its successors and assigns.

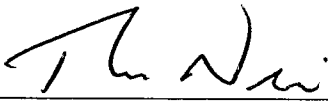
In accordance herewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment, of all of Assignor's worldwide right, title, and interest in, to, and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark 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 corresponding to the "United States Marks," Schedule B annexed hereto corresponding to the "Canadian Marks," Schedule C annexed hereto corresponding to the "Mexican Marks," and Schedule D annexed hereto corresponding to the "United Kingdom Marks." Schedule A, Schedule B, Schedule C, and Schedule D, are incorporated herein by reference (the United States Marks, the Canadian Marks, the Mexican Marks, and the United Kingdom Marks being referred to herein collectively as the "Marks").

NOW, THEREFORE, in consideration of and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment, of all of Assignor's 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 any of the Marks, whether arising prior or subsequent to the date of this Assignment of Service Marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, Mexico, the United Kingdom, and in any other jurisdiction, 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 Assignor had this Assignment of Service Marks and Trademarks not been made.

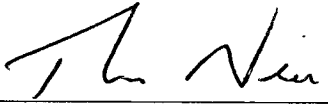
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment of Service Marks and Trademarks as of the date first above written.

LAWSON PRODUCTS, INC.
(Delaware corporation)

By: 
Thomas J. Neri
Chief Executive Officer and President

LAWSON PRODUCTS, INC.
(Illinois corporation)

By: 
Thomas J. Neri
Chief Executive Officer and President

State of Illinois)
)ss:
County of Cook)

On this 1st day of January 2010, before me, Thomas J. Neri, personally appeared Thomas J. Neri, Chief Executive Officer and President of LAWSON PRODUCTS, INC., Delaware corporation, 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.

Kathleen A. Korsch
Notary Public



State of Illinois)
)ss:
County of Cook)





On this 1st day of January 2010, before me, Thomas J. Neri, personally appeared Thomas J. Neri, Chief Executive Officer and President of LAWSON PRODUCTS, INC., Illinois corporation, 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.


Kathleen A. Korsch
Notary Public





SCHEDULE A "UNITED STATES MARKS"

Trademark	Registration/ Application No.	Issued/Filing Date
CERTANIUM	731,389	05/15/1962
CONDUCTO PLATE	724,744	12/05/1961
COOLMAX	78/811,447	02/09/2006
ENVIROPRO	1,717,308	09/22/1992
ETP	1,748,071	01/26/1993
EURO-BLACK	1,702,716	07/28/1992
EZ-CATALOG	77/525,590	07/18/2008
eZ-Catalog	77/525,648	07/18/2008
HARDFLEX	1,793,415	09/21/1993
HEATMAX	78/811,434	02/09/2006
HEAT SHIELD	1,580,884	02/06/1990
HYPAX	720,332	08/22/1961
KENT AUTOMOTIVE	2,865,355	07/20/2004
	1,572,537	12/19/1989
	1,582,211	02/13/1990
LAWSON	1,565,440	11/14/1989
METRI-12	3,663,231	08/04/2009
METRI-TORQ	1,569,223	12/05/1989
N-DIT	681,619	07/07/1959
	3,481,395	08/05/2008
QUALI-TORQ	1,428,109	02/10/1987
ROTANIUM	719,927	08/15/1961
RUTLAND TOOL	3,665,592	08/11/2009
RUTLAND TOOL & SUPPLY	3,641,865	06/23/2009
SCORE	708,646	12/20/1960
SUPERTANIUM	653,655	10/29/1957
	685,400	09/22/1959
TANIUM	671,398	12/23/1958
TRU-TORQ	1,536,067	04/25/1989
TUFF-TORQ	1,369,798	11/12/1985
VULCALLOY	932,247	04/11/1972
WASHINGTON TOOLS	3,614,592	05/05/2009


SCHEDULE B "CANADIAN MARKS"

Trademark	Registration/ Application No.	Issued/Filing Date
AUTOWARE	UCA 50,704	06/30/1954
CERTANIUM	TMA 140,834	06/18/1965
	TMA 208,744	08/15/1975
KENT AUTOMOTIVE	TMA 676,507	11/07/2006
METRI-12	1434111	04/09/2009
RESISTO-PLATE	TMA 134,015	01/03/1964
ROTANIUM	TMA 131,384	06/14/1963
SUPERTANIUM	TMA 134,012	01/03/1964

SCHEDULE C "MEXICAN MARKS"

Trademark	Registration/ Application No.	Issued/Filing Date
HARDFLEX	464127	06/21/1994
HARDFLEX	464244	06/22/1994
	510522	11/27/1995
	671641	08/15/2000
LAWSON	468636	08/04/1994
METRI-12	564606	11/26/1997
METRI-TORQ	465734	07/06/1994
QUALI-TORQ	451859	02/09/1994
TRU-CRIMP	464243	06/22/1994
TRU-TORQ	451858	02/09/1994
TUFF-TORQ	464242	06/22/1994

SCHEDULE D "UNITED KINGDOM MARKS"

Trademark	Registration/ Application No.	Issued/Filing Date
HARDFLEX	2014481	02/23/1996
	2014479	12/01/1995
METRI-TORQ	2014486	02/28/1997
QUALI-TORQ	2014490	12/22/1995
TRU-CRIMP	2014498	01/19/1996
TRU-TORQ	2014500	12/22/1995
TUFF-TORQ	2014495	01/26/1996