

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
Vesper Holdings LLC		05/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Industrial Manufacturing Company LLC		
Street Address:	8223 Brecksville Road		
Internal Address:	Suite 100		
City:	Brecksville		
State/Country:	OHIO		
Postal Code:	44141-1361		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2921980	CG	
Registration Number:	2927206	CG COLUMBIA GEAR CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(215)751-1142		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-567-2010		
Email:	rbradoff@crbcp.com		
Correspondent Name:	Caesar Rivise Bernstein Cohen Pokotilow		
Address Line 1:	1635 Market Street		
Address Line 2:	11th Floor, Seven Penn Center		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2212		
ATTORNEY DOCKET NUMBER:	I1804/30002; I1084/30004		
NAME OF SUBMITTER:	Martin L. Faigus		

CH \$65.00 2921980

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**TRADEMARK
 REEL: 004211 FRAME: 0885**

Signature:	/Martin L. Faigus/
Date:	05/24/2010
Total Attachments: 3 source=2921980_2927206_VesperlMC_Assignment#page1.tif source=2921980_2927206_VesperlMC_Assignment#page2.tif source=2921980_2927206_VesperlMC_Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (Assignment") is made and entered into this 21st day of May, 2010, by and between Vesper Holdings LLC, a Delaware limited liability company having a place of business at 8223 Brecksville Road, Suite 100, Brecksville, OH 44141-1361 ("Assignor"), and Industrial Manufacturing Company LLC, a Delaware limited liability company having a place of business at 8223 Brecksville Road, Suite 100, Brecksville, OH 44141-1361 ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of the trademarks and the corresponding registrations set forth on Schedule A attached hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee accepts and acquires from Assignor, Assignor's entire right, title, interest in and to the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor, on its own behalf and on behalf of its affiliates, assigns to Assignee all claims for damages by reason of infringement prior to the assignment of the Trademarks and of all rights associated therewith, with the right to sue for damages arising out of such claims, and to collect the same for its own use and benefit, and for the use and benefit of its successors, assignees or other legal representatives.

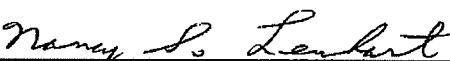
3. Assignor authorizes the Commissioner for Trademarks and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to record the transfer of the registrations set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest herein. Assignor agrees to further execute any documents reasonably necessary to effect this Assignment or to confirm Assignee's ownership of the Trademarks.

4. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

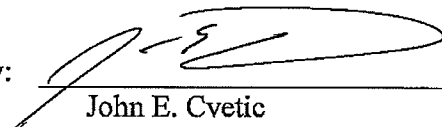
ASSIGNOR:

**Vesper Holdings LLC,
a Delaware limited liability company**

By: 
Nancy S. Lenhart
Assistant Secretary

ASSIGNEE:

**INDUSTRIAL MANUFACTURING COMPANY LLC,
A Delaware limited liability company**

By: 
John E. Cvetic
Chief Financial Officer

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
CG (and design)	USA	2,921,980	February 1, 2005
<u>CG</u> <i>COLUMBIA GEAR</i> <i>CORPORATION</i> (and design)	USA	2,927,206	February 22, 2005